Commerce Agreement No.:

BROADBAND EQUITY ACCESS AND DEPLOYMENT SUBGRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS FLORIDA BROADBAND EQUITY ACCESS AND DEPLOYMENT AGREEMENT is made and entered into by and between the State of Florida, Department of Commerce ("Commerce" or "Grantee") and [SUBGRANTEE'S NAME] ("Subgrantee"). Commerce and Subgrantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce is authorized to make grant funds available to qualified subgrantees under the Florida Broadband Equity Access and Deployment ("BEAD") Program as outlined in Part XII of Chapter 288, Florida Statutes;

WHEREAS, the State of Florida received BEAD Program funding from the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA pursuant to the Infrastructure Investment and Jobs Act (IIJA), Public Law No. 117-58;

WHEREAS, Subgrantee applied to the Florida BEAD Program for award funds to be used for the sole purpose of broadband infrastructure;

WHEREAS, Commerce reviewed Subgrantee's application and approves the award of Florida BEAD Program funds through this Agreement to Subgrantee for the benefit of potential subscribers ("End Users") and to enable the development of broadband facilities to allow for the delivery of services through increased availability of telemedicine services, distance learning, and telework;

WHEREAS, Commerce and Subgrantee agree that award funds shall be used for the deployment of a broadband network and the provision of Qualifying Broadband Service to End Users, as defined in the IIJA;

WHEREAS, it is the intent of the Parties that this Agreement in all other respects is a "subaward" as that term is defined in 2 C.F.R. § 200.1 and that Subgrantee is a "subgrantee" as that term is defined in 2 C.F.R. § 200.1, and as evaluated under 2 C.F.R. § 200.331;

WHEREAS, this Agreement shall be governed in accordance with: The Infrastructure Investment and Jobs Act of 2021 ("IIJA"), Division F, Title I, Section 60102, Public Law 117-58; The BEAD Notice of Funding Opportunity ("BEAD NOFO"); The BEAD Restructuring Policy Notice ("BEAD RPN"); and any additional regulations promulgated by or guidance of the National Telecommunications and Information Administration ("NTIA");

WHEREAS, based on Subgrantee's submitted project application and any amendments and attachments thereto (collectively, the "Project"), Commerce has determined that the Project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement, is necessary for the installation or deployment of infrastructure that supports the provision of broadband Internet service as provided in the IIJA and as amended by the BEAD RPN;

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

AGREEMENT

1. **FUNDING**: The total amount of funds awarded under this Agreement shall not exceed the total amount of **[TOTAL AMOUNT SPELLED OUT] ($[TOTAL AMOUNT]).** Travel expenses are not authorized under this Agreement. Unless specifically authorized by this Agreement, Commerce shall not pay Subgrantee's costs incurred outside of the Performance Period. In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Subgrantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Subgrantee instituted or in which Subgrantee has joined as a claimant. Subgrantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Subgrantee's business records and accounting system that the Award Funds originated from this Agreement. SubgranteeSubgrantee shall not commingle Award Funds with any other funds. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds. Subgrantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc33376.

2. **TERM:** This Agreement shall begin on [DATE] (the "Effective Date") and shall continue in full force and effect until the completion of all obligations herein, which includes a Period of Performance and, if applicable, an Extended Period of Performance, and a Federal Interest Period.

a. **Period of Performance.** The Period of Performance is the time during which the Subgrantee must complete the Project. It begins on the Effective Date and ends upon the earlier of: (i) [ENTER END DATE}for (ii) the completion date specified in the Subgrantee's approved Project Schedule. The Period of Performance may only be extended in accordance with the "Extension of Period of Performance" clause herein. Pre-Award costs related to awarded projects for National Environmental Policy Act, Section 106 of the National Historic Preservation Act, the Endangered Species Act, project design and engineering, contract execution, and procurement activities may be incurred beginning January 7, 2026, but will not be reimbursable until this Agreement has been fully executed by the Parties.

b. **Extended Period of Performance (LEO Capacity Subgrants Only).** If this Agreement funds a Low Earth Orbit ("LEO") satellite capacity subgrant, an Extended Period of Performance shall apply. This period begins immediately upon the conclusion of the initial Period of Performance and continues for ten (10) years. During this time, the LEO SubgranteeSubgrantee must continue to offer access to broadband service to all locations covered by this Agreement.

c. **Federal Interest Period (Non-LEO Infrastructure Grants).** For any Project that is not an LEO Capacity Subgrant, a Federal Interest Period shall apply. This period begins upon Commerce's issuance of the Certificate of Completion and continues for ten (10) years. During this time, the SubgranteeSubgrantee shall be bound by all applicable post-completion obligations set forth in this Agreement, including requirements related to the use of grant-funded property.

d. **Extension of Period of Performance.** Commerce may, in its sole discretion, and subject to NTIA review and prior approval, extend the Period of Performance by up to one (1) year if the SubgranteeSubgrantee demonstrates to Commerce that: (a) SubgranteeSubgrantee has a specific plan for use of the Grant Funds, with Project Completion expected by a specific date that is not more than five (5) years after the Effective Date; and construction on the Project is underway; or (b) extenuating circumstances require an extension of time to allow the Project to be completed.

e. LEO Extended Period of Performance (LEO Capacity Subgrants Only). If this Agreement funds a Low Earth Orbit ("LEO") satellite capacity subgrant, an LEO Extended Period of Performance shall apply. The LEO Extended Period of Performance period begins immediately upon the conclusion of the initial Period of Performance and continues for ten (10) years. During this time, the LEO SubgranteeSubgrantee must continue to offer access to broadband service to all locations covered by this Agreement.

3. ROLES: For the purposes of this Agreement, Commerce is a recipient and a pass-through entity for the U.S. Department of Commerce, NTIA BEAD Program, and Subgrantee is a subgranteesubgrantee as defined by 2 C.F.R. 200.1.

4. GENERAL COMPLIANCE REQUIREMENTS AND TERMINOLOGY: Subgrantee must perform its obligations under this Agreement in a manner that complies with, and enables Commerce to comply with, all requirements contained in the following:

- **a.** This Agreement;
- **b.** IIJA, including Sec. 60102, codified as 47 U.S.C. § 1702, Grants for Broadband Deployment;
- **c.** Specific Award Conditions applicable to Florida's BEAD award (12-20-B417);
- **d.** General Terms and Conditions for the BEAD Program Funds allocated under that award;
- **e.** NTIA BEAD RPN;
- **f.** NTIA BEAD NOFO; and
- **g.** Department of Commerce Financial Assistance General Terms and Conditions, including 2 C.F.R. § 200.

The foregoing BEAD Program requirements are incorporated by reference as if fully set forth herein and are deemed to be Agreement obligations of the Subgrantee, which clarify and provide guidance as to the applicable regulatory provisions relating to internal controls, Subgrantee monitoring and management, and audit requirements that apply to Commerce and thereby to Subgrantee and its subcontractors receiving such funds through this Agreement. These requirements are legally binding and enforceable under this Agreement.

In any case where language among two or more authorities appears inconsistent, the relevant authorities should be read and interpreted in a manner that emphasizes consistency and harmonization across all relevant authorities. Where harmonization is not reasonably possible, the Parties agree to prioritize following the language contained in these authorities in the enumerated order of precedence as listed above, with paragraph a. being the highest priority, and in a manner that will maintain the integrity of the underlying Agreement. Commerce shall have final interpretive authority to apply these provisions in a manner that maintains the integrity of the underlying Agreement.

5. TYPE OF AGREEMENT: This Agreement is a **fixed price** agreement. The award is a fixed priced subaward for purposes of the federal requirements within the meaning of the Policy Notice on Tailoring the Application of the UGPN.

6. ELIGIBLE EXPENDITURES: Allowable costs are determined in accordance with the cost principles identified in 2 C.F.R. § 200 and the Reference Guide for State Expenditures. Commerce will reimburse Subgrantee for the federal share of properly documented allowable costs after review and approval.

However, any costs incurred by Subgrantee prior to the Effective Date shall not be reimbursed absent specific written allowance from Commerce of Pre-Award costs. Costs for work performed after the Period of Performance shall not be reimbursable. Commerce will only reimburse allowable costs described in this Agreement if those costs are actually incurred in performance of the work and are (a) permitted to be reimbursed under the terms of this Agreement; (b) reasonable and necessary to accomplish the work and for the goods and services provided; and (c) equal to the actual net cost to Subgrantee (i.e., the price paid minus any items of value received by Subgrantee that reduce the cost actually incurred).

a. As authorized by NTIA in the UGPN, and pursuant to exceptions of 2 C.F.R. §§ 200.333 and 200.201(b) approved by the Office of Management and Budget (OMB), Commerce has elected to make this award as a fixed amount subaward and additionally, as allowed by NTIA, to require the Subgrantee to submit evidence of costs. Cost overruns shall be borne by the Subgrantee. The Subgrantee must report its expenses and Matching Funds on a quarterly basis in the Subrecipient Enterprise Resource Application (SERA) using Generally Accepted Accounting Principles or other standard accounting practices and monitor the relative proportion of costs across key spending areas. (See General Terms and Conditions for the NTIA BEAD Program Sections 40 and 51). Commerce reserves the right to unilaterally determine the Subgrantee is required to be subject to a more rigorous reporting scheduling, as frequent as on a weekly basis. Subgrantee's failure to report according to the schedule set by Commerce shall be deemed as a failure to adhere to the terms and conditions of this Agreement.

b. Award Funds shall be used solely for allowable reimbursable costs incurred for the Project as described in this Agreement and for no other purpose.

c. The Parties understand and agree that Commerce may not reimburse Subgrantee for costs that the Federal Grant Officer determines are not eligible for reimbursement pursuant to Florida's BEAD Program award.

d. Subgrantee acknowledges that for a cost to be reimbursable under this Agreement, it must "be reasonable, necessary, allocable, and allowable for the proposed Project or other eligible activity and conform to generally accepted accounting principles" (BEAD NOFO at 81, § V.H.1) and is subject to 2 C.F.R. § 200 as amended by NTIA for fixed amount agreements.

e. Subgrantee shall be responsible for all Project costs that exceed the amount of the Award Funds. In the event the available Award Funds are insufficient to satisfy all Project costs, Subgrantee agrees that it is nevertheless responsible for fulfilling all of its obligations under this Agreement.

f. Subgrantee is responsible for reimbursing Commerce for any Award Funds that are determined by Commerce to be ineligible, misused, misappropriated, or inadequately documented. If Commerce determines that any provision of this Agreement has been breached by Subgrantee or any of its subcontractors, Commerce is entitled to reimbursement of any or all such Award Funds. Any reimbursement required by Commerce, with or without termination of this Agreement, shall be due within thirty (30) calendar days after Commerce gives written notice to the Subgrantee. Commerce's request for reimbursement does not preclude Commerce from exercising any other remedies available under this Agreement or the right to recover Award Funds by any other legal means, including litigation and drawing the funds in any Letter of Credit ("LOC") or performance or payment bond. The Subgrantee must indemnify, defend and hold harmless Commerce for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurred in recovering such funds, irrespective of whether the funds are recovered.

7. NON-ELIGIBLE EXPENDITURES: In addition to any other use of Award Funds prohibited or made ineligible by state or federal law, regulation, or policy, the following are prohibited as uses of

Award Funds (whether by Subgrantee or subcontractors), and are not reimbursable under this Agreement:

a. Prohibition Against Payment of Bonus or Commissions. Payment of any bonus or commission for the purpose of obtaining approval or concurrence under this Agreement.

b. Political Activity. Any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

c. Prohibited Equipment and Services. Pursuant to 2 C.F.R. § 200.216, Subgrantee shall not expend any funds under this Agreement to procure or obtain, or to enter into, extend, or renew a contract to procure or obtain, any equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment" is defined in 2 C.F.R. § 200.216.

d. Incremental Profits and Fees. A profit, fee, or other incremental charge above actual cost is not an allowable cost. However, consistent with the (UGPN), this prohibition does not extend to program income. Subgrantee may retain without restriction all program income (e.g., end-user subscription revenue) generated as a result of this award, including for profit.

e. Collective Bargaining. Direct or indirect support of or opposition to collective bargaining.

8. PAYMENTS TO SUBGRANTEE:

a. Subgrantee shall submit invoices in support of allowable expenditures for the project at the percentage completion identified in Exhibit A, Scope of Work, through Commerce's Subgrantee Enterprise Resource Application ("SERA"). All invoices must comply with the requirements of the State of Florida Reference Guide for State Expenditures and with details sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

- Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).
- Invoices must contain Subgrantee's name, address, federal employer identification number or other applicable Subgrantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Subgrantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.
- Invoices must be submitted in accordance with the time requirements specified in Exhibit A, Scope of Work.

b. Commerce will make payments in accordance with section 215.422, F.S., governing time limits for payment of invoices. The Scope of Work may specify conditions for retainage. Invoices returned to a Subgrantee due to preparation errors will result in a delay of payment.

c. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm.

d. Vendor Ombudsman. In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)-413-5516 or by calling the Chief Financial Officer's Hotline, (800)-342-2762.

e. Milestone Review. Commerce will perform a technical and compliance review on at least one of the disbursement milestones. Commerce reserves the right to perform additional reviews on all disbursement milestone points and to withhold payment for a specific milestone until such review is completed to Commerce's satisfaction. Noncompliance with monitoring requests or failure to meet milestone requirements may result in delay, pause, or recoupment of funding.

9. PROJECT COMPLETION, ACCEPTANCE, AND CLOSEOUT:

a. Notice of Completion and Final Inspection. [If applicable, based on Subgrantee selection.] When (a) all construction has been completed, Subgrantee's architect/engineer has conducted its own final inspection, and any deficiencies have been corrected and approved in writing by Commerce, and (b) all Project Completion Criteria have been met, Subgrantee shall submit written certification ("Subgrantee Completion Certification") to Commerce that the Project was placed into service, as defined in 47 U.S.C. § 1702(h)(4)(C) for last-mile broadband deployment projects, by the end of the Period of Performance and request that Commerce certify completion of the Project and initiate closeout per the "Closeout" section below. Upon receipt of the Subgrantee's Completion Certification, Commerce shall within twenty (20) business days request Subgrantee to produce any data Commerce requires to confirm the completion of the Project. Within fifteen (15) business days of receipt of any requested information, Commerce will schedule a final inspection to be attended by representatives of Commerce, Subgrantee's architect/engineer, and Subgrantee or subcontractor(s). Commerce will provide NTIA reasonable advance notice of the final inspection so that a representative of NTIA may participate.

b. Acceptance or Rejection of Project. Subgrantee's failure to meet any of the Project Completion Criteria or failure to meet any material obligation under this Agreement shall be cause for rejection of the Project Completion by Commerce. A Project shall be considered accepted as complete unless, within ten (10) business days of the final inspection, Commerce notifies Subgrantee in writing that the Project Completion is rejected and indicates the specific items that, if modified or added, would cause the Project to be accepted as complete. Additionally, Commerce will set a timeline for resubmission of the notice of completion under this section which shall give Subgrantee at least ten (10) business days to resubmit a notice of completion. Subgrantee shall promptly remedy any item identified by Commerce.

c. Resubmitting Project. Subgrantee shall provide an updated Subgrantee Completion Certification to Commerce when the Subgrantee resubmits the Project for acceptance. Commerce shall review the resubmitted Project within twenty (20) business days of receipt of the updated Subgrantee Completion Certification. A resubmitted Project shall be considered accepted unless either: (1) Commerce notifies Subgrantee in writing that the resubmitted Project is rejected and specifies the items that, if modified or added, will cause the resubmitted Project to be accepted; or (2) Commerce notifies the Subgrantee in writing that the review will take a longer period of time, and specifies the additional review period necessary, not to exceed forty (40) business days from the date of the resubmitted project. The Parties shall repeat this process until the resubmitted Project is accepted, or Commerce determines that Subgrantee has triggered the non-performance section of this Agreement.

d. Certification of Completion. Unless a project is rejected, Commerce will provide written certification of project completion ("Certificate of Completion") to the Subgrantee within ten (10) business days of final acceptance of the Project.

e. **Closeout.** Closeout will be conducted on the timelines and in the manner set forth in 2 C.F.R. § 200.344. Commerce may request and Subgrantee shall provide supporting information as reasonably necessary to complete closeout. Closeout does not affect (a) any of the rights, requirements and obligations set forth in 2 C.F.R. § 200.345, or (b) any of Subgrantee's obligations that survive closeout and remain in force during the Federal Interest Period or Extended Period of Performance, as may be applicable.

10. SPECIFIC AGREEMENT REQUIREMENTS:

a. The Subgrantee shall submit invoices for each percentage of completion as specified within Exhibit A, Scope of Work. Eligible activities are identified in this Agreement and further detailed in Exhibit A, Scope of Work. Subgrantee must retain bills for fees and other compensation for services and expenses in detail sufficient for monitoring and a proper pre-audit and post-audit thereof through the end of the Federal Interest period or the Extended Period of Performance.

b. Commerce shall have the right to unilaterally terminate this Agreement for Subgrantee's refusal to allow public access to all documents, papers, letters, or other materials made or received by Subgrantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

c. Subgrantee shall perform all tasks contained in Exhibit A, Scope of Work, attached hereto and incorporated herein.

d. Commerce shall not reimburse Award Funds to the Subgrantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the Scope of Work in accordance with the "Minimum Level of Service," and (2) gives Subgrantee written notice of same.

e. Subgrantee shall comply with all criteria stated in Exhibit A, Scope of Work.

f. This Agreement may not be renewed.

g. If Subgrantee fails to perform the minimum level of service required by this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, Scope of Work, of this Agreement.

h. If the Project involves the use of LEO satellite services, the terms and conditions outlined in Exhibit E, LEO Satellite Capacity shall apply in addition to all other terms and conditions specified in this Agreement.

i. The Grantee and any agency, instrumentality, or subdivisions thereof, agrees not to enforce any law, regulation, executive order, contracting requirement, or other enforceable obligation that directly or indirectly regulates in any way the rates, terms, and conditions of broadband internet service, whether on a retail, wholesale, or network basis, or imposes net neutrality rules, open access, or other utility-style rules on broadband internet, against the Subgrantee or its affiliates anywhere it provides service within the Grantee's jurisdiction, while that Subgrantee has any subaward that is still within its Period of Performance, extended Period of Performance, or federal interest period. For purposes of this provision, a "net neutrality rule" is any law, order, contracting requirement, or other enforceable obligation by the Grantee that prohibits internet service providers from, among other things, blocking content, throttling speeds, imposing data caps, or engaging in paid prioritization, or that imposes a general conduct or similar standard upon internet providers.

As a condition of this agreement, before any BEAD funding may be released, the Subgrantee must certify to Commerce that neither the Subgrantee nor its subcontractors will accept any additional federal funds related to this project. An example of this certification can be found in Exhibit M.

11. FINANCIAL AND FUNDING REQUIREMENTS:

a. Matching Funds. Subgrantee shall provide Matching Funds in the amount of **[$MATCHING FUNDS AMOUNT]**, as described in the approved project plan and budget specified in Exhibit A to this Agreement. Payments made under this Agreement shall be proportional to the amount of match committed by the Subgrantee, and this match percentage will apply to each payment. Matching Funds are not subject to the retainage under this Agreement. Each match submission shall include a legally binding attestation.

Subgrantee's Matching Funds must be maintained, at minimum, in the matching percentage specified in Exhibit A throughout the disbursements under this Agreement, even if the Subgrantee's actual costs are less than as specified in Exhibit A.

Subgrantee shall have secured the full amount of Matching Funds prior to the Effective Date. Subgrantee shall provide a Letter of Commitment to Commerce prior to agreement execution stating Matching Funds have been legally appropriated for the purposes of this Agreement by its authorized representatives, are set-aside solely to be used as Matching Funds for Subgrantee's Work under this Agreement, and are not subject to conditions restrictions, or encumbrances which could prevent Subgrantee's use of the Matching Funds. Funds from other federal programs (including funds from the Federal Communications Commission ("FCC") Universal Service Fund programs) may not be used as Matching Funds.

Subgrantee shall prioritize the use of Matching Funds over Grant Funds in performance of its obligations under this Agreement. Matching Funds may be provided in the form of either cash or in-kind contributions, so long as such contributions are made consistent with the requirements set forth in 2 C.F.R. § 200. Commerce may at any time verify Matching Funds, including but not limited to comparing facility in-kind matches with current mortgage statements or rental rates, or timekeeping for services spent, such as time sheets, time and effort reports, and hourly rate of pay (to include benefits), on BEAD Program work. All Matching Funds must meet the BEAD requirements for reasonable allowable costs under this Agreement.

Subgrantee shall retain records detailing the source, amount, quantity, time, and delivery of each match service through the life of this Agreement and closeout consistent with the requirements of 2 C.F.R. § 200.306 and the BEAD Program.

12. REPORTING REQUIREMENTS:

a. Reporting Requirements (47 U.S.C. § 1702(j)) state the Subgrantee will adhere to the conditions and regulations for reporting, as outlined in this Agreement.

b. The Subgrantee shall file all required reports with Commerce. All reports must be prepared and submitted in accordance with the detailed formats, data requirements, and procedures set forth in Exhibit K, Reporting Requirements and Instructions.

c. The Subgrantee shall maintain sufficient records to substantiate all information in its reports submitted to Commerce.

d. Commerce will conduct an onboarding meeting with a Subgrantee within thirty (30) calendar days of Effective Date and will make reporting templates and instructions available at or shortly after the implementation meeting. The Parties agree to work in good faith to identify and implement any changes to reporting requirements and protocols in a reasonable and timely manner.

13. REPRESENTATIONS AND WARRANTIES: The Subgrantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on which the Subgrantee submits each request for payment under this Agreement, and the dates on which Subgrantee receives any payment:

a. Subgrantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Subgrantee. After the Parties duly execute this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Subgrantee and becomes enforceable against the Subgrantee in accordance with its terms.

b. Subgrantee's execution and delivery of this Agreement and Subgrantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Subgrantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Subgrantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Subgrantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Subgrantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Subgrantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money, or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change, or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Subgrantee or the Project since the date of the project's proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Subgrantee, threatened by or against Subgrantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Subgrantee, the Project, or Subgrantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Subgrantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit, or schedule furnished by Subgrantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

14. RECORDS AND INFORMATION RELEASE:

a. Records Compliance. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Subgrantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Subgrantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Subgrantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Subgrantee in connection with this Agreement. Subgrantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one business day after receipt of such request. Subgrantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Subgrantee. As applicable, Subgrantee shall comply with section 501.171, F.S. Commerce may terminate this Agreement if Subgrantee fails to comply with Florida's public records laws. Subgrantee shall allow public access to all records made or received by Subgrantee in connection with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), F.S.

b. Identification of Records. Subgrantee shall clearly and conspicuously mark all records submitted to Commerce if such records arc confidential and exempt from public disclosure. Subgrantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Subgrantee's waiver of a claim of exemption. Subgrantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Subgrantee's assertion of confidentiality is challenged in any court of law, Subgrantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

c. Keeping and Providing Records. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Subgrantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement or arising out of Subgrantee's use of Award Funds, and Subgrantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Subgrantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds through the end of the Federal Interest period. For avoidance of doubt, Subgrantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Subgrantee shall transfer, at no cost, to Commerce all public records in possession of Subgrantee or keep and maintain public records required by Commerce to perform the service. If Subgrantee keeps and maintains public records upon completion of this Agreement, Subgrantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

d. **Ensure Compliance.** Subgrantee shall ensure that any entity which is paid from Award Funds, or for which Subgrantee's expenditures will be reimbursed by, , is aware of and will comply with the aforementioned audit and record keeping requirements.

Contact Custodian of Public Records for Questions. IF THE SUBGRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBGRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (850)-245-7140, VIA EMAIL AT PRRequest@Commerce.fl.gov, OR BY MAIL AT Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

15. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the Dispute Resolution section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. Subgrantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Subgrantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Subgrantee shall provide any type of information the Inspector General deems relevant to Subgrantee's integrity or responsibility, including Subgrantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subgrantee shall retain such records through the end of the Federal Interest period or the Extended Period of Performance, as applicable to the Project.

c. Subgrantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subgrantee's compliance with the terms of this or any other agreement between Subgrantee and the State which results in the suspension or debarment of Subgrantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subgrantee shall not be responsible for any costs of investigations that do not result in Subgrantee's suspension or debarment. Subgrantee understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Subgrantee and any of Subgrantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

d. **Public Entity Crime:** Subgrantee is aware of and understands the provisions of section 287.133(2)(a), F.S., pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Subgrantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two ($35,000) for a period of 36 months from the date of being placed on the convicted vendor list. Subgrantee shall disclose to Commerce if Subgrantee, or any of Subgrantee's affiliates, as defined in section 287.133(1)(a), F.S., are on the convicted vendor list or on any similar list maintained by any other state or the federal government.

e. **Limitations on Advertising of Agreement:** Subject to chapter 119, F.S., Subgrantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subgrantee name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

f. **Disclosure of Sponsorship:** As required by section 286.25, F.S., if Subgrantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Subgrantee's name) and the State of Florida, Department of Commerce. This project is being supported, in whole or in part, by federal award number 12-20-B417 awarded to Florida by the U.S. Department of Commerce National Telecommunications and Information Administration (NTIA)." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce and NTIA statement" shall appear in the same size letters or type as the Subgrantee's name.

g. **Mandatory Disclosure Requirements.**

1) **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Subgrantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subgrantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Subgrantee or its affiliates.

2) **Vendors on Scrutinized Companies Lists:** Subgrantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Subgrantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; and (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Subgrantee submits a false certification as to the above, or if Subgrantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Subgrantee has submitted a false certification, Commerce will provide written notice to Subgrantee. Unless Subgrantee demonstrates in writing, within ninety (90) calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Subgrantee. If Commerce's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Subgrantee, and Subgrantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three (3) years after the date of Commerce's determination of false certification by Subgrantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) **Discriminatory Vendors**: Subgrantee shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Subgrantee supplier, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) **Abuse, Neglect, and Exploitation Incident Reporting:** In compliance with sections 39.201 and 415.1034, F.S., an employee of Subgrantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at http://www.myflfamilies.com/services/abuse or via fax at 1-800-914-0004.

5) **Funding Requirements of section 215.971(1), F.S.:**

a) Subgrantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

b) Subgrantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Subgrantee.

c) Subgrantee shall refund to Commerce all funds paid more than the amount to which Subgrantee or its subcontractors are entitled under the terms and conditions of this Agreement.

16. EXECUTION: This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

17. ACCEPTANCE: If the Subgrantee agrees to the conditions as stated, please return the executed Agreement and any other documentation requested by Commerce. This Agreement may be withdrawn if Commerce has not received the Agreement signed by the Subgrantee within fifteen (14) business days from the date Commerce sends the Agreement to the Subgrantee for execution.

18. RECOUPMENT OF FUNDS:

a. Subgrantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Subgrantee or an independent auditor discovers an overpayment, Subgrantee shall repay to Commerce such overpayment no later than thirty (30) calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Subgrantee in writing, and Subgrantee shall repay to Commerce each such overpayment no later than twenty (20) business days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the Laws Applicable to This Agreement section herein, if Subgrantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Subgrantee pursuant to the terms of this Agreement, Commerce has the right to recoup some or all resulting cost, monetary loss, or funds owed to Commerce or the State of Florida, from monies owed to Subgrantee under this Agreement or any other Agreement between Subgrantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State of Florida arises when no monies are owed to Subgrantee under this Agreement or any other Agreement between Subgrantee and any State entity, Subgrantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State of Florida with non-State funds within thirty (30) calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State of Florida under this Agreement.

19. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Subgrantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Subgrantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. Subgrantee shall comply with all applicable requirements of the Code of Federal Regulations Title 2, Subtitle A, Chapter II, § 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." (2 C.F.R. § 200) The Subgrantee should also refer to the NTIA for the specific requirements of this program, as well as Exhibit C, Monitoring Requirements, of this Agreement.

d. Subgrantee shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement through the end of the expiration of the Federal Interest Period or the Extended Period of Performance, as defined in Section 1 of this Agreement. Upon Commerce's request, Subgrantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Subgrantee shall include the aforementioned record keeping requirements in all approved Subgrantee subcontracts and assignments.

20. FINANCIAL MANAGEMENT: The Subgrantee shall adopt such financial management procedures as will permit the preparation of reports required by the Federal Funding Accountability and Transparency Act (E:\PUBLAW\PUBL282.109) or www.congress.gov/109/plaws/publ282/PLAW-109publ282.pdf and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the relevant statutes, regulations, and terms and conditions herein. The Subgrantee's financial management procedures shall allow it to comply with the requirements of 2 C.F.R. 200.302.

21. LIMITATIONS ON EXPENDITURES: Commerce shall only reimburse the Subgrantee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Covered Services described in Exhibit A; (ii) documented by contracts or other evidence of liability consistent with the established Parties' procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Commerce may not reimburse or otherwise compensate the Subgrantee for any expenditures incurred or services provided prior to the Effective Date except as provided in the Eligible Expenditures section of this Agreement or following the earlier of the expiration or termination of this Agreement.

22. COST PRINCIPLES: All expenditures by the Subgrantee of funds awarded under this Agreement shall be in accordance with the cost principles outlined in the Code of Federal Regulations, 2 C.F.R. § 200, Subpart E (2 C.F.R. §§ 200.400-200.476). It is the Subgrantee's responsibility to ensure adherence to the cost principles established in the Code of Federal Regulations, 2 C.F.R. § 200, Subpart E, subject to the exceptions listed in the General Terms and Conditions for the NTIA BEAD Program Funds and Uniform Guidance Policy Notice.

23. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form 1-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

1) Every public agency and its contractors, and subcontractors shall register with and use the E- Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor, or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

24. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Subgrantee must disclose in a written statement to Commerce's Agreement Manager all on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings involving Subgrantee, and each subcontractor of Subgrantee, that Subgrantee reasonably is aware of and that may impact Subgrantee's performance under this Agreement (collectively "Proceedings"). Thereafter, Subgrantee has a continuing duty to promptly disclose any and all such Proceedings upon occurrence. This duty of disclosure applies to Subgrantee and all subcontractors, including officers and directors when any Proceeding relates to the officer or director's business or financial activities and may impact Subgrantee's performance under this Agreement. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

b. Subgrantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Subgrantee's or Subgrantee's subcontractor's business.

25. ASSIGNMENTS AND SUBCONTRACTS:

a. Subgrantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce at all times is entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice. Subgrantee need not seek prior written consent of Commerce for subcontracts issued hereunder if the subcontract requires the subcontractor to comply with the applicable terms and conditions of this Agreement and applicable state and federal law. Regardless of whether subcontractors are utilized, Subgrantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement.

b. Subgrantee shall ensure that Subgrantee and any contractors, subcontractors, and agents performing work in connection with this Agreement obtain, maintain, and comply with all required permits, licenses, approvals, and authorizations necessary for the performance of the Project. Such requirements include, but are not limited to, permits and approvals associated with the use of public and private rights-of-way, easements, and other applicable property interests. This obligation expressly includes securing all necessary agreements, licenses, permits, and approvals for work within or adjacent to transportation corridors of any kind, including, but not limited to, roadways, highways, streets, bridges, railroads, transit systems, ports, and airports. Subgrantee shall ensure all work is performed in a manner that protects the health and safety of workers, the public, and property, and that minimizes adverse environmental impacts. Failure to comply with this section may constitute a material breach of this

Agreement and may be grounds for termination of the Agreement.

c. This Agreement shall bind the successors, assigns, and legal representatives of Subgrantee and of any legal entity that succeeds to the obligations of the State of Florida.

d. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Subgrantee and subcontractor, Subgrantee shall pay each subcontractor within seven working days of receiving Commerce's full or partial payments. Subgrantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Subgrantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent of the outstanding balance due.

e. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

26. OWNERSHIP AND DISPOSITION OF PROPERTY:

a. "Disposition" as used herein, shall include, but is not limited to, Subgrantee no longer using the Agreement Property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such Agreement Property.

b. "Agreement Property" means tangible property having a useful life of more than one year and an acquisition cost of $5,000 or greater per unit.

c. Title to Agreement Property acquired or improved under the award, vests in the Subgrantee, subject to the condition that, for the duration of the Federal Interest Period or the Extended Period of Performance, as defined in Section 1 of this Agreement, the Subgrantee:

1) Must use the Agreement Property for the authorized purpose(s) of the Project in the same manner as comparable real property and equipment within their networks in the ordinary course of business, subject to the rights of disposition noted below;

2) Must continue to provide internet service to the service areas at the minimum service level noted in the Scope of Work ;

3) Must comply with the requirements of section 2 C.F.R. 200.310 (Insurance), which may be satisfied by adequate self-insurance;

4) Must comply with the use and management requirements for equipment in sections 2 C.F.R. 200.313(c) and 313(d), which may be satisfied by applying the Subgrantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;

5) Must maintain records of real property that include an indication of the applicable federal interest;

6) May dispose of Agreement Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained, there is no material interruption to service, and any upgraded property remains subject to the same requirements as other Agreement Property.

7) May otherwise sell or transfer Agreement Property only after provision of notice to NTIA and Commerce. Such notice shall identify the successor or transferee and, after securing the agreement of the successor or transferee, requires compliance with this Agreement , including the federal property interest; and

8) Must notify Commerce and NTIA upon any filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Subgrantee or any of its affiliates.

d. Pursuant to 2 C.F.R. 200.316, for the duration of the Federal Interest Period, the Subgrantee must hold Agreement Property in trust for the beneficiaries of this broadband infrastructure project.

e. Subgrantee shall provide advance written notification to Commerce, and receive approval, if during the Federal Interest Period, Subgrantee proposes to take any action other than wear and tear disposal and replacement, that will impact Subgrantee's ownership of the Agreement Property or modify the use of this Agreement Property from the purposes authorized herein. If either of these situations arise, then the Subgrantee must follow the applicable disposition procedures as outlined within the BEAD Program Guidance. This first requires obtaining disposition instructions from Commerce prior to disposal. Commerce will provide disposal instructions in alignment with the requirements under NTIA and Uniform Guidance.

f. The provisions of this Section shall survive the Agreement Period and shall expire upon termination of the Federal Interest Period, upon which time Subgrantee may retain title to all Agreement Property acquired or improved with the Agreement's funds.

27. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, the Subgrantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Subgrantee, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Subgrantee's insurance coverage when Subgrantee is unable to comply with Commerce's requests regarding additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Subgrantee shall not be interpreted as limiting Subgrantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Subgrantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Subgrantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Subgrantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name Commerce as an additional insured and identify Commerce's Agreement Number. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Subgrantee's sole responsibility. Subgrantee shall obtain the following types of insurance policies:

1) Commercial General Liability Insurance: Unless Subgrantee is a state agency or subdivision as defined by section 768.28(2), F.S., Subgrantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operated under the laws of the State of Florida may provide such coverage.

2) Workers' Compensation and Employer's Liability Insurance: Subgrantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Subgrantee shall maintain any other insurance as required in Exhibit A, Scope of Work.

28. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Subgrantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Subgrantee shall not divulge to third parties any confidential information obtained by Subgrantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Subgrantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable. When Subgrantee has access to Commerce's network or applications, in order to fulfill Subgrantee's obligations under this Agreement, Subgrantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Subgrantee (including its employees, subcontractors, agents, or any other individuals to whom Subgrantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

e. Subgrantee shall immediately notify Commerce in writing when Subgrantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Subgrantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Subgrantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Subgrantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Subgrantee shall make a report to Commerce not more than seven (7) business days after Subgrantee learns of such use or disclosure. Subgrantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Subgrantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Subgrantee has taken or shall take to prevent future similar unauthorized use or disclosure. Subgrantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

f. In the event of a breach of security concerning confidential personal information involved with this Agreement occurs, Subgrantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Subgrantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171 (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Subgrantee is not a breach, provided the information is not used for a purpose unrelated to Subgrantee's obligations under this Agreement or is not subject to further unauthorized use.

29. WARRANTY OF ABILITY TO PERFORM: Subgrantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Subgrantee's ability to satisfy its Agreement obligations. Subgrantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

30. PATENTS, COPYRIGHTS, AND ROYALTIES: All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the Deliverables, as defined in Exhibit A, Scope of Work, developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Subgrantee or its employees, agents, or contractors to the creation of such Deliverables shall be considered works made for hire by Subgrantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such Deliverables may not be considered works made for hire for Commerce under applicable law, Subgrantee agrees, upon creation of such Deliverables, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration. For the avoidance of doubt, the provisions of this section shall not apply to any intellectual property of Subgrantee owned prior to the Effective Date or developed independent of the development or production of Deliverables under this Agreement.

a. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Subgrantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

b. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Subgrantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

c. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within thirty (30) calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

31. INDEPENDENT CONTRACTOR STATUS: In Subgrantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subgrantee is at all times acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Subgrantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Subgrantee is a state agency, Subgrantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Subgrantee represent to others that, as Subgrantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Subgrantee is a state agency, neither Subgrantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Subgrantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Commerce shall not be responsible for withholding taxes with respect to Subgrantee's compensation hereunder. Subgrantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind.

f. At all times during this Agreement, Subgrantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

32. ELECTRONIC FUNDS TRANSFER: Within thirty (30) calendar days of the date the last Party has signed this Agreement, Subgrantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://myfloridacfo.com/division/AA/Vendors/.

Questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850)-413-5517. Once enrolled, invoice payments shall be made by EFT.

33. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or state or federal guidance, Commerce may unilaterally modify this Agreement with written notice of all such changes to Subgrantee. Any other modification of this Agreement must be in writing and duly signed by all Parties in order to be enforceable.

34. MATERIAL CHANGES AND PROJECT CHANGES:

a. Project Changes. A "project change" is any non-material alteration in, change to, or reduction of the Project, including without limitation, change in Key Personnel, project milestones, a change in total Project cost by less than 10%, or transfer costs between Project expense line items detailed in Exhibit A, Scope of Work. For a request to transfer costs between line items, all of following criteria must be met: (a) the Subgrantee provides justification to the satisfaction of Commerce for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this Agreement; (c) the BEAD Award funds, Project funding amount, match amount, and the total Project cost are not modified; and (d) the requested revision is less than 10% of the total Project cost.

There shall be no Project Changes unless expressly approved by Commerce. Prior to implementing a proposed Project Change, the Subgrantee shall submit the proposal to Commerce for review and approval and provide such detail and documentation necessary for Commerce to evaluate the proposed Project Change. Any Commerce-approved Project Change shall be made in writing by an authorized representative of Commerce.

Commerce in its sole discretion may deny the requested Project Change, in which case the following alternatives would apply: (1) the Project may be completed without changes; (2) the BEAD Award Project funding may be rescinded by Commerce if the Project cannot be completed; (3) the BEAD Award funding to the current Subgrantee may be rescinded by Commerce and awarded to an alternate Subgrantee pursuant to the BEAD Statutes; or (4) the Subgrantee may withdraw from the Project and return any Project funds received to date, among other remedies as described herein.

b. Reduction in Scope. In the event the Subgrantee requests to reduce the scope of the Project, including without limitation, a reduction of the number of locations and reduction in the eligible project area, Commerce may cancel this Agreement pursuant to the Non-Performance, Termination, and Force Majeure section of this Agreement.

c. Changes that Affect Performance. The Subgrantee shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law, or other event to constitute a Material Change or a Project Change.

d. Extensions of Time. Any requests for extensions of time may either be deemed a Material Change or a Project Change in the sole discretion of Commerce and, if applicable, subject to approval of NTIA.

e. Budget Changes. If a Project or Material Change to the Subgrantee's budget has been requested, Reimbursement Requests may be delayed pending the approval of the Project or Material Change. If changes to the Subgrantee's budget have been made without the prior approval of Commerce, no Reimbursement shall be made until the process outlined in this document has been completed.

f. Cost Overrun or Underrun. In the event of a cost overrun or an increase in the total Project cost, the amount of Commerce's BEAD Award to the Subgrantee shall not change. The Subgrantee shall bear sole responsibility for any and all increased costs related to the Project. In the event of a change in the total Project Budget, that is 10% or more or a cost underrun, the Subgrantee must notify Commerce, in writing, and submit a revised budget and narrative explaining the Project Budget change or reduction of costs.

35. TIME IS OF THE ESSENCE: Time is of the essence regarding Subgrantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Subgrantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, Scope of Work and shall be strictly construed.

36. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" is inclusive of all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import which refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States Dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties

37. NON-PERFORMANCE, TERMINATION, AND FORCE MAJEURE:

Non-performance, termination, and other remedies for non-performance will be handled consistent with the authorities set forth in General Compliance Requirements and Terminology section of this Agreement. When a determination or decision regarding non-performance is to be made, Commerce will make such determination or decision by exercising good faith and reasonable discretion. Notwithstanding any provision of this Agreement to the contrary, Commerce, in its sole discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State of Florida, or if the Subgrantee is suspended, proposed for debarment, debarred, or declared ineligible for a contract or grant award by a federal or state agency.

a. Clawback: If Commerce or NTIA determine the Subgrantee has failed to comply with any material requirement under applicable law or this Agreement and the Subgrantee cannot or will not remedy such failure, Commerce may require Subgrantee to return up to the entire amount of the Award Funds to Commerce, at the discretion of Commerce, to clawback funds for material non-performance or Default. If Subgrantee fails to provide the minimum advertised connection speed and cost at the advertised rate as required in this Agreement, Subgrantee shall forfeit any Award Funds, up to the entire amount received through the Agreement and the Program. Commerce shall use its discretion to determine the amount forfeited. If Subgrantee is required to forfeit Award Funds under this provision, Subgrantee is liable for up to the amount disbursed plus interest. The number of End Users that subscribe to Broadband Service offered by Subgrantee in the project area shall not be a measure of performance under this Agreement for the purposes of this provision.

The Parties acknowledge NTIA may pursue clawback of funds directly from Commerce if Commerce fails to ensure Subgrantee accountability to the fullest extent of the law. To the extent NTIA successfully pursues clawback from Commerce on these grounds, Subgrantee shall reimburse Commerce in an amount equal to the clawback.

b. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Subgrantee. Commerce shall be the final authority as to the availability of funds. In the event of termination of this Agreement under this provision, Subgrantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute a default of the obligations of Commerce or the State of Florida under this Agreement.

c. Termination for Cause: Commerce may terminate the Agreement if Subgrantee fails to: (1) deliver the product or services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Subgrantee shall continue to perform any work not terminated. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Subgrantee shall not be entitled to recover any cancellation charges or lost profits.

d. Termination for Convenience: Commerce, by written notice to Subgrantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Subgrantee shall not be reimbursed for performance of any deliverable after it receives the notice of termination, except as Commerce otherwise specifically instructs Subgrantee in writing. Subgrantee shall not be entitled to recover any cancellation charges or lost profits.

e. Subgrantee's Responsibilities Upon Termination: If Commerce issues a notice of termination to Subgrantee, except as Commerce otherwise specifies in that notice, Subgrantee shall: (1) stop work under this Agreement on the date of and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate, if any; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is either in the possession of Subgrantee or in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Subgrantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement. Subgrantee shall not receive additional compensation for Subgrantee's services in connection with such transfers or assignments.

f. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subgrantee believes is excusable under this Force Majeure and Notice of Delay From Force Majeure section, Subgrantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subgrantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Subgrantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE SUBGRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this Force Majeure And Notice Of Delay From Force Majeure section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this Force Majeure and Notice of Delay From Force Majeure section and will notify Subgrantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Subgrantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Force Majeure and Notice of Delay From Force Majeure section, after the causes have ceased to exist, Subgrantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

38. CESSATION, BANKRUPTCY, DISSOLUTION, OR INSOLVENCY:

a. Notice of Cessation, Bankruptcy, Dissolution or Insolvency. If the Subgrantee or any of its affiliates or contractors cease to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Subgrantee shall give Commerce and NTIA immediate notice of the event, whether voluntary or involuntary.

b. Remedies on Failure to Provide Notice. Failure to provide Commerce and NTIA notice of ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding, constitutes a material breach under this Agreement. If there is such a cessation or such a proceeding, Commerce may terminate this Agreement upon written notice to the Subgrantee and process a draw on the Letter of Credit or Performance Bond submitted for this Agreement.

39. DISPUTE RESOLUTION: Commerce shall decide disputes between Commerce and Subgrantee concerning the performance of this Agreement, and Commerce shall serve written notice of same to Subgrantee. Commerce's decision shall be final and conclusive, unless within twenty-one (21) calendar days from the date of receipt, Subgrantee files with Commerce's Agency Clerk its petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Subgrantee to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Subgrantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ any applicable alternative dispute resolution procedures outlined in chapter 120, F.S.

40. INDEMNIFICATION: If Subgrantee is a state agency or subdivision, as defined by section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

a. Subgrantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subgrantee, its agents, employees, partners, or subcontractors; provided, however, that Subgrantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

b. Further, Subgrantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Subgrantee's products or Commerce's operation or use of Subgrantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Subgrantee's opinion is likely to become the subject of such a suit, Subgrantee may, at Subgrantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Subgrantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Subgrantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c. Subgrantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State *or* Commerce giving Subgrantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Subgrantee's sole expense, and (3) assistance in defending the action at Subgrantee's sole expense. Subgrantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Subgrantee's prior written consent, which shall not be unreasonably withheld. Subgrantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Subgrantee to Commerce for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

d. Subgrantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

e. Subgrantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> **"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."**

41. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Subgrantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

42. NO WAIVER BY THE STATE: Failure of the State (including, without limitation, Commerce) at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation. No action or failure to act by the State constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

43. ATTORNEYS FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

44. ENTIRE AGREEMENT: : This Agreement, including all exhibits to this Agreement, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement, including all exhibits to this Agreement, supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of the Modification section allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Subgrantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

The following documents make up this Agreement:

- Agreement
- Exhibit A – Scope of Work
    - Attachment 1 to Exhibit A: Non-LEO Disbursement Milestone Schedule
    - Attachment 2 to Exhibit A: LEO Disbursement Milestone Schedule
- Exhibit B - State Fiscal Recovery Fund Requirements for Contract Terms and Conditions
    - Attachment 1 to Exhibit B: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- Exhibit C: Monitoring Requirements
- Exhibit D: Notice of Completion and Engineer's Certificate of Compliance
- Exhibit E: LEO Satellite Capacity
- Exhibit F: Environmental and Historic Preservation Requirements
- Exhibit G: Definitions
- Exhibit H: Federal Award Information
- Exhibit I: Project Completion Criteria
- Exhibit J: Cybersecurity and Supply Chain Risk Management Attestation
- Exhibit K: Reporting
- Exhibit L: Final Project Plan and Budget
- Exhibit M: Certification Not to Accept Additional Federal Funds For This Project
- Exhibit N: Sample Letter of Credit
- Exhibit O: Sample Performance Bond

45. AUTHORITY OF SUBGRANTEE'S SIGNATORY: Upon execution, Subgrantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has the authority to bind Subgrantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Subgrantee's attorney, Subgrantee's Certificate of Status, Subgrantee's resolutions specifically authorizing the below signatory to execute this Agreement, Subgrantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Subgrantee to this Agreement.

46. CONTRACTING WITH ENITITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED: If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subgrantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

47. FOREIGN INFLUENCE: In accordance with section 286.101, F.S., if this Agreement has a value of $100,000 or more, Subgrantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subgrantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

48. HUMAN TRAFFICKING: If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Subgrantee must provide Commerce with an affidavit signed by an officer or a representative of Subgrantee under penalty of perjury attesting that Subgrantee does not use coercion for labor or services as defined in section 787.06, F.S.

57. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Subgrantee's Payee:	**Subgrantee's Agreement Manager:**
[Subgrantee's Name]	[Agreement Manager's Name]
[Address]	[Address]
[Address]	[Address]
[Phone Number]	[Phone Number]
[E-Mail Address]	[E-Mail Address]

Commerce's Agreement Manager:

[Name]
[Address]

[Address]

[Phone Number]
[E-Mail Address]

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in the exhibits, attached hereto and incorporated herein, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

FLORIDA DEPARTMENT OF COMMERCE		**[SUBGRANTEE]**	
	______________________________		______________________________
	Signature		**Signature**
Name:	__________________________	**Name:**	__________________________
Title:	__________________________	**Title:**	__________________________
Date:	__________________________	**Date:**	__________________________

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: ____________________________
Approved Date: _________________

Exhibit A
SCOPE OF WORK

PROJECT DESCRIPTION:, **[SUBGRANTEE'S NAME]** ("Subgrantee"), (FCC Provider #XXXX), application number BA-XXX has been awarded funds under the Florida Broadband Equity Access and Deployment Program. As a condition of this award, the Subgrantee must offer a LCSO to all eligible subscribers within the Project area in accordance with the terms of this Agreement.
The Subgrantee will use its award ($XXXXX) andrequired match private funding ($XXXXX) to complete the following project:

[OPTION 1: FOR TERRESTRIAL PROJECTS (FIBER, FIXED WIRELESS, ETC.)]
The Subgrantee shall construct and deploy a [TECHNOLOGY TYPE, [e.g., fiber-to-the-premises, licensed fixed wireless] network (the "Project"). The Project will provide high-speed broadband service capable of speeds of at least 100 Megabits per second (Mbps) download and 20 Mbps upload and latency of less than or equal to 100 Milliseconds (Ms) to approximately [NUMBER] unserved and underserved Broadband Serviceable Locations (BSLs) in [COUNTY/GEOGRAPHIC AREA], Florida. The deployed network must be scalable to meet future connectivity needs.

[OPTION 2: FOR LEO SATELLITE PROJECTS]
The Subgrantee shall reserve satellite capacity and provide all necessary equipment and services to make high-speed broadband service available via its LEO satellite network (the "Project"). The Project will provide access to broadband service capable of speeds of at least 100 Mbps download and 20 Mbps and latency of less than or equal to 100 Ms upload to approximately [NUMBER] unserved and underserved BSLs in [COUNTY/GEOGRAPHIC AREA], Florida.

A. SUBGRANTEE RESPONSIBILITIES: The Subgrantee shall timely perform the Deliverables and Tasks described herein, and in doing so, the Subgrantee must also comply with all the terms and conditions of this Agreement. Subgrantee shall offer at least one LCSO to eligible subscribers at speeds of at least 100/20 Mbps and latency performance of no more than 100 milliseconds. Funding from this agreement cannot be used to serve locations already served by another Internet Service Provider. The Subgrantee is responsible for ensuring that it meets all deadlines in approved plans and specifications; monitoring the progress of grant funded activities; reporting progress; providing for required construction permits and adequate construction inspection; promptly paying costs incurred for grant funded activities; monitoring contractors' compliance with Federal, State, and local requirements; and constructing and maintaining in good condition throughout the construction period a sign or signs, at the site of grant funded activities in a conspicuous place indicating that the Federal Government is participating in the activities. The Subgrantee must use award funds in an equitable and nondiscriminatory manner and must incorporate best practices defined by NTIA for ensuring reliability and resilience of broadband infrastructure.

The Subgrantee must also complete the following:

1. **PROJECT PLAN AND BUDGET:** If applicable, subgrantee must provide as part of this Agreement it's Commerce approved final Project Plan and Budget within 60 calendar days of agreement execution. The Subgrantee shall carry out the Project in all material respects in accordance with the Project Plan and may only expend Award Funds in accordance with the approved Project Budget. Any material change to the Project Plan or any change to the Project Budget is subject to the requirements of the Modification section of this Agreement.

2. **PROJECT MILESTONES:** Subgrantee must adhere to deadlines set forth for project milestones, which are enforceable as conditions of this Agreement, and are for the purpose of ensuring Subgrantee makes reasonable progress toward meeting the deployment deadline. Project must be completed and operational not later than 4 years from the date of agreement execution. LEO Subgrantees must be able to serve all locations within their project area within 4 years from date of agreement execution. LEO Subgrantees have a 10 year period of performance following certification to Commerce that all locations have access to their service. .

   The project milestones, completion requirements, and disbursement schedules applicable to this Agreement are detailed in the following Attachments to this Exhibit A:

   a. **Attachment 1 to Exhibit A:** Disbursement Milestones for Non-LEO Infrastructure Projects
   b. **Attachment 2 to Exhibit A:** Disbursement Milestones for LEO Capacity Subgrants

3. **DELIVERABLES/PAYMENTS:** Commerce shall pay Subgrantee on a deliveravle completion oe partial completion basis for the successful performance of Project deliverables. Payments disbursed upon completion of these milestones are for the eligible activities and costs directly related to the completion of the Project.

B. COMMERCE'S RESPONSIBILITIES: Commerce shall receive and review the Deliverables and, upon Commerce acceptance of the Deliverables and receipt of Subgrantee's pertinent invoices in compliance with the invoice procedures of this Agreement, shall process payment to the Subgrantee in accordance with the terms and conditions of this Agreement.

C. REPORTING:

a. **Quarterly:** Subgrantee shall report the information identified below through the Subgrantee SERA, quarterly, all progress relating to the tasks identified in Exhibit A, Scope of Work. Quarterly reports are due to Commerce no later than ten (10) calendar days after the end of each quarter of the program year and shall be sent each month until submission of the close-out report. Reporting items are:

   1) A summary of project progress completed during the reporting period, including an updated forecast for the overall project completion percentage and date.
   2) Miles of network deployed during the reporting period, broken down by technology type (e.g., fiber, fixed wireless), if applicable.
   3) The number of BSLs newly passed or served during the reporting period.
   4) The cumulative number of BSLs served by the Project to date.
   5) The aggregate number and percentage of customers taking service ("take rate") across the Project area.
   6) A summary of quarterly and cumulative expenditures for both federal Grant Funds and non-federal Matching Funds.
   7) A list of all major permits obtained and any pending permits that may pose a risk to the project schedule.
   8) A description of the non-promotional prices and terms for the broadband service being offered to customers.
   9) A summary of any safety events or other immediate risks impacting project progress.
   10) All instances of known damage to existing underground utilities that occur during

construction, in a manner and form specified by Commerce.

b. **Minority and Service-Disabled Veteran Business Enterprise Report:** Subgrantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Subgrantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.

c. **Close-out Report:** No later than sixty (60) calendar days after project completion, or after this Agreement is terminated, Subgrantee shall provide copies of all remaining invoices, submit documentation of completed work and submit a final monthly report in accordance with this section.

D. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Subgrantee shall complete milestones in accordance with the schedule. Any deliverable amount specified does not establish the value of the deliverable. Refer to the section "Eligible Expenditures" for details regarding allowable costs.

- **a.** Subgrantee shall provide invoices in accordance with the terms of this Agreement for all services rendered during the applicable period of time.
- **b.** The following documents shall be submitted with each itemized invoice:
  - **1)** A cover letter signed by Subgrantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in the Deliverables/Payments section of this Scope of Work; (3) have been paid; (4) were incurred during this Agreement; and (5) costs have not been reimbursed by another source of funds/the Subgrantee has not received additional federal funding for this project.
  - **2)** The date(s) and period in which work was performed, the amount of payment requested, and percentage of work completed to date;
  - **3)** Certification by an independent engineer using Exhibit D of this Agreement, certifying that the project work supporting the requested milestone payment has been completed in compliance with the Project construction plans and specifications.
  - **4)** Photographs of the project in progress and completed work.
- **c.** Commerce may require any other information from Subgrantee that Commerce deems necessary to verify that the services have been rendered under this Agreement.
- **d.** All documentation necessary to support payment requests must be retained by the Subgrantee through the expiration of the Federal Interest Period.
- **e.** **FINAL INVOICE:** The final milestone payment shall not be paid without an approved Project Completion Report. Subgrantee shall submit the final invoice for payment to Commerce no later than sixty (60) calendar days after completion of the Project or the Agreement end date, whichever is earlier. If Subgrantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time, may impose financial consequences, and may consider Subgrantee to have forfeited any and all rights to payment under this Agreement.

E. NON-DISCRIMINATION: Subgrantee shall comply with all applicable federal, state, and local non-discrimination laws and regulations. In the performance of this Agreement, the Subgrantee shall not unlawfully discriminate against any employee, applicant, or recipient of services on the basis of race, color, religion, national origin, sex, disability, age, or any other protected class. The Subgrantee shall provide a harassment-free workplace, and any allegation of harassment is to be given priority attention and action.

F. OWNERSHIP AND DISPOSITION OF PROJECT PROPERTY:

1. Definitions
    a) "Project Property" means all tangible personal property, equipment, and real property acquired or improved with Grant Funds, having a useful life of more than one year and an acquisition cost of $5,000 or greater per unit.
    b) "Disposition" includes, but is not limited to, the sale, transfer, lease, or any other encumbrance of Project Property.
2. Title and Conditions. Title to all Project Property shall vest in the Subgrantee. This title is subject to the following conditions for the entire duration of the Federal Interest Period Subgrantee or the Extended Period of Performance, as applicable:
    a) Use for Authorized Purpose. Subgrantee must use the Project Property for the authorized purpose of the Subgrantee Project—to operate the BEAD-funded network—in a manner consistent with its commercial practices for comparable property.
    b) Continued Service Obligation. Subgrantee must continue to provide broadband service to all End Users within the Project area at the performance standards for speed, latency, and reliability as defined in Exhibit B, under the "Service and Performance" section.
    c) Low-Cost Service Obligation("LCSO"). Subgrantee must offer an LCSO to all eligible subscribers as required by Exhibit B, under the "Low-Cost Service Option" subsection.
    d) Insurance. Subgrantee must comply with the property insurance requirements of 2 C.F.R. § 200.310, which may be satisfied by a federally approved self-insurance plan.
    e) Federal Interest. Subgrantee must maintain records for all Project Property that clearly indicate federal interest, and must comply with the specific documentation requirements set forth in Attachment 2 to Exhibit B.
    f) Disposition and Transfer. Subgrantee may dispose of Project Property in the ordinary course of business (e.g., to upgrade equipment), provided that service levels are maintained without material interruption. Any other sale or transfer of Project Property requires prior written notice to Commerce and NTIA and must secure the successor's agreement Subgrantee to assume all BEAD obligations.
3. Pursuant to 2 C.F.R. 200.316, for the duration of the Federal Interest Period, the Subgrantee must hold Agreement Property in trust for the beneficiaries of the Project.
4. Subgrantee shall provide advance written notification to Commerce, if during the Federal Interest Period, Subgrantee proposes to take any action that will impact Subgrantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, then the Subgrantee must follow the applicable disposition procedures as outlined within this Agreement**.** This first requires obtaining disposition instructions from Commerce prior to disposal. Commerce will provide disposal instructions in alignment with the requirements under NTIA and Uniform Guidance.
5. The provisions of this Ownership and Disposition of Project Property section all expire upon termination of the Federal Interest Period, upon which time Subgrantee shall retain title to all Agreement Property acquired or improved with the Agreement's funds.

End of Exhibit A

SCOPE OF WORK

Attachment 1 to Exhibit A

NON-LEO SUBGRANTEE DISBURSEMENT MILESTONES

Milestone completion and payment are subject to the definitions and review requirements set forth in the Subgrantee main body of this Agreement under the section titled Payments to Subgrantee.

End of Attachment 1 to Exhibit A

NON-LEO SUBGRANTEE DISBURSEMENT MILESTONES

Attachment 2 to Exhibit A
LEO SUBGRANTEE DISBUREMENT MILESTONES [If applicable, based on Subgrantee selection.]

End of Attachment 2 to Exhibit A
LEO SUBGRANTEE DISBUREMENT MILESTONES

Exhibit B
BEAD PROGRAM REQUIREMENTS FOR CONTRACT TERMS AND CONDITIONS

Program Administration and Federal Compliance

1. **FEDERAL GRANT ADMINISTRATION REQUIREMENTS:** The Subgrantee shall comply with any applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200, as adopted by the Department of Commerce and NTIA, subject to the exceptions listed in the General Terms and Conditions for the NTIA BEAD Program Funds and Uniform Guidance Policy Notice. These requirements dictate how the Subgrantee must administer the award and how Commerce must oversee the Subgrantee.

2. **UNVIERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**: The Subgrantee shall provide and/or obtain and provide to Commerce, a unique entity identifier assigned by the SAM, which is accessible at https://www.sam.gov.

3. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006:** The Subgrantee shall provide Commerce with all information requested by Commerce to enable Commerce to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

4. **NONPROCUREMENT DEBARMENT AND SUSPENSION:** Non-Federal entities must comply with the provisions of 2 C.F.R. § 1326 (Non procurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in federal non procurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal Financial Assistance regarding transactions with other persons, including subgrantees and subcontractors.

5. **LICENSES, CERTIFICATIONS, PERMITS, ACCREDITATION:** The Subgrantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Commerce proof of any licensure, certification, permit or accreditation upon request.

Service and Performance

1. **Broadband Access and Speeds.** The Subgrantee shall deploy infrastructure to the approved locations as specified in the Final Project Plan and Budget (Exhibit L). Upon completion of construction, the Subgrantee shall offer broadband service to those Locations capable of delivering, at a minimum, the download, upload, and latency speeds also identified and committed to in Exhibit L.
   a. At a minimum, the Project shall deliver reliable broadband service to each of the End Users with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) millisecond round-trip time.
   b. The Subgrantee shall provide to Commerce evidence consistent with the Federal Communications Commission attestation that the Subgrantee is providing access and making available the proposed speed, or a faster speed, to the targeted address points ("Locations") as described in Exhibit L to this Agreement. For the purposes of this

Agreement, broadband access is considered available if the Internet carrier can provide broadband service to a Location immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees.

c. Each Project network's outages shall not exceed, on average, forty-eight (48) hours over any three-hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. Subgrantee shall ensure a prospective network is designed to meet this requirement and shall develop metrics for measuring outages to be utilized in connection with this requirement once the network is operational.

2. **Access to Service.** For the purposes of this Agreement, broadband access is considered available if the Subgrantee can provide Qualifying Broadband Service to an End User immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees.

3. **Low-Cost Service Option (LCSO).** Pursuant to 47 U.S.C. § 1702(h)(5), Subgrantee must offer the LCSO to Eligible Subscribers. The low-cost service option should be for 100/20 Mbps service and latency performance of no more than 100 milliseconds in the Project Area for five years after project completion. The price must include all recurring charges to subscribers, including all taxes, fees, and charges imposed on the subscriber, and detail all non-recurring fees.

a. The low-cost service option must meet the following requirements:

1) At least one low-cost broadband service option must be provided for the entire service territory of the proposed project.

2) Applicants that already offer a low-cost plan that meets the mentioned service requirements may propose to offer their existing low-cost plan to eligible subscribers, if applicable.

3) Applicants will ensure that eligible subscribers to the low-cost service option are households eligible for the Federal Communications Commission's Lifeline Program.

4) End users are allowed to apply the Lifeline subsidy to the service price.

b. Service Characteristics Requirements for the LCSO must include:

1) Consistently and reliably available service providing download speeds of at least 100 Mbps and upload speeds of at least 20 Mbps.

2) Typical latency measurements of no more than 100 milliseconds.

3) Service will be installed within 10 calendar days of a service request once the network is operational.

c. In the event that the Applicant later offers a low-cost plan with higher downstream and/or upstream speeds, the Applicant will allow eligible subscribers who are already subscribed to a low-cost broadband service option to upgrade to the new low-cost offering at no cost.

4. **Conduit Access Points.** Pursuant to 47 U.S.C. §1702(h)(4)(D), any work that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals. Conduit access point must be identified and certified by a Professional Engineer in Subgrantee's engineering design and as-built network and route information.

5. **Wholesale Obligation on Default.** The Parties agree that if Subgrantee at any time during

the Federal Interest Period is no longer able to provide Broadband Service to the End Users at any time on a retail basis, remedial action will be taken to ensure continuity of service. Subgrantee shall, after consultation with and as approved in writing by Commerce and NTIA, either (a) sell Project network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to one or more other broadband service providers or public-sector entities; (b) sell the network in its entirety to a new provider who commits to providing services under the terms of the BEAD Program; or, if applicable, (c) obtain comparable satellite or similar service. Commerce may require Subgrantee to take the appropriate remedial action so long as such action results in continued retail service to End Users in the grant area.

6. **Letter of Credit/Performance Bond Requirements.** Prior to entering into this Agreement, upon request by Commerce the Subgrantee shall obtain an irrevocable standby letter of credit, or a performance and/or payment bond(s) using the model(s) provided by Commerce, equal to or exceeding twenty-five percent (25%) of the total award amount for a letter of credit from a bank or a credit union or one hundred percent (100%) of the subaward amount in case of a performance bond from an acceptable surety. If electing to use a Performance Bond, Subgrantee shall provide such Performance Bond within sixty (60) calendar days of agreement execution or agreement will be terminated. The Subgrantee must retain the letter of credit or bond(s) until the final milestone in the disbursement is achieved and confirmed complete by Commerce. Any letter of credit shall include a legal opinion, satisfactory to Commerce, addressing bankruptcy considerations.

a. Conditional Programmatic Waivers. In accordance with BEAD Program guidance, including the UGPN, Subgrantee may obtain the LOC from a credit union substantially similar to the model letter of credit established by the FCC in connection with the Rural Digital Opportunity Fund (RDOF). Subgrantees can use any United States credit union that:

1) Credit Union Option:

- **a)** is insured by the National Credit Union Administration; and
- **b)** be insured by the National Credit Union Administration

2) Performance Bond: Subgrantee may obtain a qualified performance bond instead of obtaining a LOC from a company holding a certificate of authority as an acceptable surety on federal bonds as identified in the Department of Treasury Circular 570 in a value of no less than 100% of the subaward amount.

3) Reduction of LOC upon completion of Project milestones: Commerce may allow Subgrantee to step down the amount of the Letter of Credit or performance bond based on progress toward completion of Project milestones. (Example: 40% completion reduce LOC/PB to 20%; 60% completion reduce LOC/PB to 15%; 80% completion reduce LOC/PB to 10%).

4) Alternative initial 10% LOC or 10% Performance Bond: (LEO not eligible) Subgrantee may obtain a Letter of Credit or performance bond for only 10% of the subaward amount if:

- **a)** Commerce issues funding on a reimbursable basis;
- **b)** The reimbursement for periods of no more than six months; and
- **c)** The Subgrantee commits to maintain a letter of credit or performance bond in the amount of 10% of the subaward until it has demonstrated to satisfaction of Commerce that it has completed the buildout of 100% of locations to be served by the Project or until the period of performance of the subaward has ended, whichever occurs first.

Construction and Procurement

1. **Build America, Buy America Requirements (IIJA Sec 70912(2)):**
   - **a.** Congress passed the Build America, Buy America Act (BABA) on November 15, 2021, as part of the IIJA. BABA established domestic content procurement preference requirements for federal financial assistance projects for infrastructure, including the BEAD Program, consistent with IIJA § 70912(2).
   - **b.** Subgrantee shall comply with BABA consistent with applicable legal authorities, such as the IIJA, Executive Order 14005, 2 C.F.R. § 184, OMB Memo M- 24-02, and any applicable waivers issued by the Department of Commerce or NTIA, to include the NTIA Limited General Applicability Nonavailability Waiver of the Buy America Domestic Content Procurement Preference as Applied to Recipients of Broadband Equity, Access, and Deployment Program (effective Feb. 22, 2024). All waivers applicable to BEAD will be posted on the Build America, Buy America page maintained by the Department of Commerce Office of Acquisition Management at https://www.commerce.gov/oam/build-america-buy-america.

Other Construction Obligations

1. **Energy Efficiency**

   Subgrantee shall apply, where feasible, design principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction of the Project.

2. **Ownership of Project Property**

   Subgrantee shall retain ownership interests and all rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the Project ("Project Property"), subject to the federal compliance requirements set forth in this section and 2 C.F.R. §§ 200.311-316.

Cybersecurity and Supply Chain Management

1. **Cybersecurity and Supply Chain Risk Management (47 U.S.C. § 1702(g)(1)(B)).** Subgrantee shall comply with prudent cybersecurity and supply chain risk management practices throughout the period of performance, as specified by the Assistant Secretary, in consultation with the Director of the National Institute of Standards and Technology and the Federal Communications Commission. Subgrantee is required to provide the detailed and the most updated plan prior to signing the grant agreement.
   - **a)** **Cybersecurity Requirements.** Subgrantee shall:
     - I) Maintain a cybersecurity risk management plan ("CRM Plan") that is:
       - **(i)** Operational, if the Subgrantee is currently providing service; or
       - **(ii)** If the Subgrantee is not yet providing service, ready to be operationalized upon providing service,
       - **(iii)** Ensure the plan reflects the latest version of the NIST Framework for Improving Critical Infrastructure Cybersecurity and implements the standards and controls set forth in Executive Order 14028;
     - II) Establish a process for periodic evaluation and assessment of the CRM Plan. Ensure that the CRM Plan will be regularly reviewed and updated to address emerging cybersecurity risks and challenges/significant events;
     - III) Submit the CRM Plan to Commerce prior to the allocation of funds; and

IV) Submit any substantive changes to the CRM Plan to Commerce within thirty (30) calendar days of such changes.

b) **Supply Chain Risk Management Requirements.** Subgrantee shall:

I) Maintain a supply chain risk management ("SCRM Plan") that is:

(i) Operational, if the Subgrantee is currently providing service; or

(ii) Ready to be operationalized upon providing service, if the Subgrantee is not yet providing service;

(iii) Base the SCRM Plan on key practices outlined in NIST publication NIST Internal or Interagency Report (NISTIR) 8276 and related Cyber Supply Chain Risk Management (C-SCRM) guidance from NIST, including NIST Special Publication (SP) 800-161 Rev. 1;

II) Reevaluate and update the plan on a periodic basis and as events warrant;

III) Submit the SCRM Plan to Commerce prior to the allocation of funds; and

IV) Submit any substantive changes to the plan to Commerce within thirty (30) calendar days of such changes.

2. **Third-Party Requirements.** If Subgrantee relies in whole or in part on network facilities owned or operated by a third party, Subgrantee shall obtain attestations from such third parties regarding their compliance with the cybersecurity and supply chain risk management requirements outlined above.

   a. Subgrantee shall certify its compliance with these requirements by executing the form provided in Exhibit J, Cybersecurity and Supply Chain Risk Management Attestation. For any third-party network provider, Subgrantee shall obtain a similar executed attestation. Commerce may provide these plans and attestations to NTIA upon request.

3. **LEO Projects:** LEO projects are subject to the terms and conditions in Exhibit E, LEO Capacity Requirements. The LEO Subgrantee shall be bound by all provisions of this Agreement, and where appropriate, an alternate provision therein is specifically stated to apply to a LEO Subgrant and the LEO Subgrantee, the stated alternate provision for a LEO Subgrant(ee) in Exhibit E. shall apply, with all other terms, conditions, and provisions of this Agreement remaining in full force and effect.

Property and Assets

1. **Federal Interest and Encumbrances.**

   a. **Recording of Federal Interest.** Subgrantee must record liens or other appropriate notices of record, acceptable in form and substance to NTIA, to indicate that Project Property has been acquired or improved with a federal award and that the use and disposition conditions detailed herein apply to the property.

   b. **Encumbering Project Property.** Subgrantee may encumber Project Property only after providing notice to NTIA and subject to a requirement that Commerce receives either a first priority security interest (preferred) or a shared first priority security interest in the Project Property. This security interest ensures that if the property were foreclosed upon and liquidated, Commerce would be entitled to receive, on a *pari passu* basis with other first-position creditors, a share of the current fair market value of the property equal to its percentage of contribution to the project costs.

2. **Trust and Disposition Requirements.**

a. **Holding Property in Trust.** Pursuant to 2 C.F.R. § 200.316, and in recognition that the BEAD Program is for the benefit of the public, Subgrantee must hold all Project Property in trust for the beneficiaries of the project for the entire duration of the Federal Interest Period.

3. **Compliance with Specific Federal Regulations.**
   a. **Insurance.** Subgrantee must comply with the insurance requirements of 2 C.F.R. § 200.310.
   b. **Federally Owned Property.** Subgrantee must comply with 2 C.F.R. § 200.312 to the extent any federally-owned property is used.
   c. **Exceptions for Supplies and Intangible Property.** Pursuant to the UGPN, which details NTIA's approved exceptions to the Uniform Guidance, the property standards set forth in 2 C.F.R. §§ 200.314 (Supplies) and 200.315 (Intangible Property) shall not apply to this Agreement.

Fraud and Protections

1. **Reporting Waste, Fraud, and Abuse (2 C.F.R. § 200):**

   a. Pursuant to the BEAD NOFO section IX.G. the Subgrantee has an obligation to minimize the opportunity for waste, fraud, and abuse through compliance with the reporting requirements set forth in section I.X(g) of the BEAD NOFO, the obligations set forth in 2 C.F.R. § 200 and the Department of Commerce Financial Assistance Standard Terms and Conditions and by publicizing the telephone numbers and email addresses for the Florida [**EMAIL ADDRESS**] and Subgrantees' internal ethics office (or comparable entity) for the purpose of reporting waste, fraud or abuse in the program.
   b. **Notification of instances of fraud:** Upon discovery, Subgrantee shall report all known or suspected instances of Subgrantee, or Subgrantee's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

2. **Program Fraud and False or Fraudulent Statements or Related Acts:** The Subgrantee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applied to its actions pertaining to this Agreement. Making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state of federal awards or contracts, and/or any other remedy available by law.

3. **Protection of Whistleblowers:** The DOC Financial Assistance General Terms and Conditions are incorporated into every NTIA grant award, including this Agreement. Section F.05 of the DOC Special Terms and Conditions states that each award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information). Generally, this law provides that an employee or contractor (including subcontractors and personal services contractors) of a Grantee, Subgrantee, contractor, subcontractor or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a federal award, subgrant, or a contract under a federal award or subgrant, a gross waste of federal funds, an abuse of authority relating to a federal award or subgrant or contract under a federal award or subgrant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal award,

subgrant, or contract under a federal award or subgrant. Grantees, Subgrantees, and subcontractors under federal awards and subgrants must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. A person that believes they have been the subject of retaliation for protected whistleblowing can contact the DOC Office of Inspector General Hotline, as indicated at https://www.oig.doc.gov/Pages/Hotline.aspx, or the U.S. Office of Special Counsel, toll free at 1-800- 872-9855.

In addition to the direct obligations set forth in this Exhibit B, the following attachment (Attachment 1 to Exhibit B) specifies mandatory contract provisions that the Subgrantee must include in all contracts it enters into with its subcontractors for the performance of work under this Agreement.

End of Exhibit B
BEAD PROGRAM REQUIREMENTS FOR CONTRACT TERMS AND CONDITIONS

Attachment 1 to Exhibit B
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (APPENDIX II TO 2 C.F.R. § 200)

(A) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded to the non-Federal entity more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(B) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or Subgrantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment performance of experimental, developmental, or research work under that "funding agreement," the recipient *or* Subgrantee must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Finns Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(C) **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(D) **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(E) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer *or* employee of Congress, *or* an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(F) **Procurement of recovered materials - EPA guidelines** (See § 200.323)

End of Attachment 1 to Exhibit B
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (APPENDIX II TO PART 200)

Attachment 2 to Exhibit B
SPECIFIC REQUIREMENTS TO DOCUMENT THE FEDERAL INTEREST IN PROJECT PROPERTY

1. Covenant of Purpose, Use and Ownership

To document the Federal interest in BEAD-funded real property, Subgrantee must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant). The Covenant differs from a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest to NTIA or Commerce. Rather, pursuant to the Covenant, Subgrantee acknowledges that it holds title to the BEAD-funded property in trust for the public purposes of the BEAD financial assistance award and agrees, among other commitments, that it will repay the Federal interest if it disposes of or alienates an interest in the BEAD-funded property, or uses it in a manner inconsistent with the public purposes of the BEAD award, during the useful life of the BEAD-funded property. The Covenant must be properly recorded in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the BEAD-funded property during its useful life and that NTIA retains an undivided equitable reversionary interest in the BEAD-funded property during the Federal Interest Period.

NTIA will provide a suggested sample form to use for the Covenant to record notice of the Federal interest in real property. Subgrantee acknowledges that the Covenant will be recorded in all relevant jurisdictions related to any and all Grant funds issued to Subgrantee to ensure that the Covenant is properly recorded. Subgrantee shall be obligated to indemnify, defend, and hold harmless Commerce for any costs, expenses, collection fees, attorneys' fees or other damages that Commerce sees fit to seek as a result of Subgrantees' failure to comply with this requirement.

2. UCC-1 Filing and Attorney's Certification

UCC-1 Financing Statement for Equipment: Pursuant to 2 C.F.R. § 200.316 and the requirements of this Agreement, after acquiring equipment with a per-unit acquisition cost of $10,000 or greater using Award Funds, the Subgrantee shall properly file a UCC-1 Financing Statement with the Florida Secured Transaction Registry in accordance with Chapter 679, Florida Statutes. This filing serves to provide public notice of the federal interest in the equipment.

The UCC-1 Financing Statement must include a clear and accurate inventory of the subject equipment and contain the following, or substantially similar, language in the collateral description field:

"The Equipment described herein was acquired with funding under a financial assistance award (Federal Award Identification Number: [INSERT FAIN]) issued by the U.S. Department of Commerce, NTIA. As such, the U.S. Department of Commerce retains an undivided equitable reversionary interest (Federal Interest) in the Equipment for the duration of the Federal Interest Period as defined in the Subgrant Agreement. This financing statement is filed for notice purposes only and does not represent a security interest for a commercial transaction."

Real Property: To document the Federal interest in any real property acquired or improved with Award Funds, Subgrantee must prepare and properly record a "Covenant of Purpose, Use and Ownership" in the official real property records of the Florida county in which the real property is located.

In addition, within fifteen (15) calendar days following the required UCC filing(s), Subgrantee shall provide Commerce and the Federal Program Officer with complete and certified copies of the filed UCC forms and attachments for the equipment acquired with Award Funds including all subgrants, along with a certification from legal counsel, licensed by the State within which the filings were made (Attorney's Certification), that the UCC filing was properly executed and filed in accordance with applicable state law. The Attorney's Certification must include the below or substantively similar language:

NIST Award Number: 12-20-B417

Pursuant to 28 U.S.C § 1746, I hereby certify as follows:

I am legal counsel at ________________________________.

I am licensed to practice law in the State of __________ having been a license holder of said state and in good standing since ______________________.

Attached hereto is a certified copy of UCC-1 form(s) reflecting that this document was filed in the _______ on _________, 202x, bearing the following filing information [insert filing data, e.g., instrument number, etc.) and consists of _____ recorded pages as certified by the Secretary of State of ___________________.

I certify that this UCC-1 form(s) has/have been validly executed and properly recorded as noted above. I certify under the penalty of perjury that the foregoing is true and correct.

Executed on this _______ day of ________. (Attorney name and title)

(Address and phone number)

In addition, during the estimated useful life of the Project Property, Subgrantee shall timely file any necessary UCC-3 continuation statements (or other filings) for the subject equipment consistent with the requirements set forth in this specific award condition. Copies of all filed UCC continuation statements, together with an Attorney's Certification, must be submitted to the Office and the Federal Program Officer within fifteen (15) calendar days following each such filing. The UCC filing(s) and the accompanying Attorney's Certification(s) must be acceptable in form and in substance to the Office, NTIA, and the Federal Program Officer.

End of Attachment 2 to Exhibit B
SPECIFIC REQUIREMENTS TO DOCUMENT THE FEDERAL INTEREST IN PROJECT PROPERTY

Exhibit C
MONITORING REQUIREMENTS

The administration of this Agreement and the expenditure of Grant Funds are subject to programmatic and financial monitoring by Commerce to help ensure Subgrantee compliance with all applicable state and federal requirements and to assess the progress and performance of the Project.

1. **Purpose of Monitoring.** Monitoring activities will be performed on a continuous basis throughout the Period of Performance and, where applicable, during the Federal Interest Period or Extended Period of Performance. The purpose of these activities is to:
    a. Track Project progress against the approved Project Schedule and budget;
    b. Verify that Grant Funds are expended on eligible and allowable costs in accordance with the terms of this Agreement;
    c. Help ensure the Project is implemented in compliance with all applicable BEAD Program rules and other federal, state, and local laws and regulations;
    d. Identify any potential risks or impediments to the successful completion and long-term viability of the Project; and
    e. Validate that the deployed network meets the technical performance standards for speed, latency, and reliability set forth in this Agreement.
2. **Monitoring Activities.** Commerce, at its discretion, may conduct any or all of the following monitoring activities, among others:
    a. Desktop Reviews: Commerce will conduct regular reviews of all required reports, including but not limited to Quarterly Progress Reports, invoices and disbursement requests, and financial reports, to assess Project status and identify any compliance issues.
    b. Site Visits: Upon providing reasonable advance notice to the Subgrantee, authorized representatives of Commerce, NTIA, or other designated federal agencies shall have the right to conduct on-site visits to inspect Project construction, review records, and interview Subgrantee personnel and contractors. Subgrantee shall ensure that Commerce and its representatives have reasonable access to all Project sites and relevant facilities.
    c. Technical Verification: Commerce reserves the right to conduct or require the Subgrantee to conduct tests to verify that the deployed network is capable of delivering the required service levels. This may include, but is not limited to, speed tests, latency measurements, and network reliability analysis at representative locations within the Project area.
    d. Compliance Reviews: Commerce may conduct specific reviews to assess Subgrantee compliance with federal cross-cutting requirements, including but not limited to BABA documentation, EHP mitigation measures, and federal labor standards.
3. **Subgrantee Cooperation.** The Subgrantee shall cooperate fully and in a timely manner with all monitoring and compliance activities. Such cooperation includes, but is not limited to:
    a. Providing prompt access to any and all books, documents, papers, and records (including electronic records) pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
    b. Ensuring that relevant Subgrantee personnel, as well as contractors and subcontractors, are available for interviews and to respond to inquiries from Commerce or its authorized representatives.
4. **Consequences of Non-Compliance.** Failure to comply with the terms of this Agreement, including failure to cooperate with monitoring activities, may result in the imposition of remedies by Commerce. Such remedies may include, but are not limited to, the temporary withholding of payments, disallowance of costs, suspension or termination of this Agreement, and any other remedies specified in the main body of this Agreement.

End of Exhibit C
MONITORING REQUIREMENTS

Exhibit D
NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

BROADBAND EQUITY ACCESS AND DEPLOYMENT (BEAD) GRANT PROGRAM AGREEMENT

Between

THE FLORIDA DEPARTMENT OF COMMERCE

and ____________________________

PROJECT DESCRIPTION:
____

Commerce Agreement No.
____

In accordance with the Terms and Conditions of the BEAD Grant Program Agreement, the undersigned provides notification that the work authorized by this Agreement is __% complete as of____
_______, 20____

By: ____

Name: ____

Title: ____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the BEAD Grant Program Agreement, the undersigned certifies that all work which originally required certification by an independent Engineer has been completed in compliance with the Project construction plans and specifications.

By: ____

SEAL:

Name: ____________________________________

Date: ____

End of Exhibit D
NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

Exhibit E
LEO SATELLITE CAPACITY [as applicable]

1. LEO Satellite Capacity for the BEAD Program

a. In the BEAD RPN, the NTIA has stated that all broadband technologies that meet the performance requirements of the IIJA, BEAD NOFO, and BEAD RPN are eligible to participate in the BEAD Program.

b. To meet the BEAD Program needs, the LEO Subgrantee is required to reserve sufficient capacity to deliver broadband service that meets the BEAD performance and technical requirements for each BSL in a Project area.

c. Certain portions of the BEAD NOFO and BEAD RPN address unique issues related to services provided by a LEO Subgrantee. The Parties have defined a common set of requirements and objectives as the basis of the technical and performance terms of the LEO Subgrantee's capacity for provide high-speed, Qualifying Broadband Service for Commerce's BEAD Program. These conditions apply even if only a portion of the BEAD funds under this Agreement goes to reimburse a Subgrantee for the reservation of capacity on a LEO network to deliver last-mile broadband service.

d. The LEO Subgrantee shall be bound by all provisions of the accompanying Agreement, and where appropriate, any alternate or supplemental provisions therein is stated to apply to a LEO Subgrant and LEO Subgrantee, the stated alternate and supplemental provisions for a LEO Subgrant(ee) shall apply, with all other terms, conditions, and provisions of this Agreement remaining in full force and effect.

e. The LEO Subgrantee providing access to a LEO satellite network to deliver Qualifying Broadband Service by any means, agreement, sub agreement, subcontract, or otherwise, remains responsible for meeting all terms, conditions, and provisions of this Agreement applicable to a "LEO Subgrant" and "LEO Subgrantee," including by not limited to Attachment 2 to Exhibit A, and this Exhibit E.

2. Required Conditions for LEO Capacity and Services

a. The LEO Subgrantee must begin providing broadband service to each customer that desires broadband service not later than four (4) years from the date of the Subgrant Agreement.

b. The LEO Subgrantee shall be deemed to have begun to provide service when it certifies to Commerce that the LEO Subgrantee can initiate broadband service within ten (10) business days of a request to any covered BSL in the project area, with no charges or delays attributable to extension of the service.

c. The LEO Subgrantee must demonstrate to Commerce that it has ensured, either through provider installation or third-party installation, that subscribers that do not wish to self-install will have fully functioning service within ten (10) business days.

d. Pursuant the BEAD Program provisions, and the nature of LEO services that do not provide a defined network dedicated to fixed locations in which the Federal Government can take an interest to ensure performance, the Subgrantee shall provide LEO capacity and related services for an extended Period of Performance that concludes ten (10) years from the date upon which the LEO Subgrantee certifies to Commerce that Qualifying Broadband Service is available to every location covered by the Project.

e. The LEO Subgrantee must continue to offer access to broadband service as set forth in Exhibit L: Final Project Plan and Budget to each BSL served by the Project throughout the extended Period of Performance. If a customer receiving service at a BSL moves, the LEO Subgrantee must continue to offer service to the BSL under the terms of the Subgrant if subsequent occupants request service.

1) Although NTIA does not take a Federal interest in equipment or property acquired or improved by the LEO Subgrantee with this Subgrant, the consumer and taxpayer protections set forth in the BEAD NOFO apply to the LEO Subgrantee for the duration of the ten (10) year Extended Period of Performance.

f. Pursuant to 47 U.S.C. § 1702(h)(4)(H), if Subgrantee, at any time during the Federal Interest Period, is no longer able to provide broadband service to the end user locations on a retail basis, Commerce may take remedial action to ensure continuity of service. In consultation with NTIA, Commerce shall require Subgrantee to sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to one or more other broadband service providers or public sector entities.

3. LEO Subgrantee Disbursements

Disbursements to the LEO Subgrantee shall be made on a reimbursement basis in accordance with terms of this Agreement and Attachment 2 of Exhibit A, which establishes the agreed upon disbursement milestones.

4. Letter of Credit/Bonding Requirements

a. Prior to entering into this Agreement, upon request by Commerce, the LEO Subgrantee shall have obtained an irrevocable standby letter of credit, performance and/or payment bond(s), or certificate of deposit using the model(s) provided by Commerce, equal to or exceeding 25% of the total award amount. The LEO Subgrantee must retain the letter of credit, bond(s), or certificate or deposit, until the final milestone, disbursement, or installment in Attachment 2 to Exhibit A is achieved, whichever is later, and confirmed complete by Commerce. Commerce will, in its sole discretion, and subject to NTIA review and prior approval, consider requests by the Subgrantee to have a letter of credit, performance and/or payment bond, or certificate of deposit obligation reduced with completion of deployment milestones.

b. The LEO Subgrantee may reduce its LOC by 50% at the point it certifies to Commerce that Qualifying Broadband Service is available to each location in the Project area.

c. The Letter of Credit can be reduced by an additional 25% of the original amount after the subscription rate reaches at least 25% of all locations in the Project area and may be closed out once the subscription rate reaches 50%.

1) Regardless of the subscription rate, the LOC may be terminated four (4) years after the LEO Subgrantee certifies that it can initiate broadband service within ten (10) business days of a request to any covered BSL in the Project area.
2) In addition to the above requirements, the LEO Subgrantee shall submit audited financial statements to Commerce demonstrating its financial capacity to undertake the commitments of a Subgrantee in all areas in which the Subgrantee provider seeks to serve. Commerce will provide the audited financial statements to NTIA to verify the financial capability of the LEO Subgrantee, and the LEO Subgrantee may obtain and provide a financial certification letter from NTIA demonstrating its financial capacity to undertake the commitments of a Subgrantee.

5. Consumer Premises Equipment

a. In light of the advantages conferred on the LEO Subgrantee by the unique structure BEAD LEO broadband service and the higher costs of Consumer Premises Equipment ("CPE") essential for delivery of broadband service via LEO satellite, the LEO Subgrantee must provide all necessary CPE at no cost as part of the standard installation for each new subscriber (i.e., for each new resident or group of residents) at the BEAD-funded location throughout the Period of Performance and extended Period of Performance.

b. If the same subscriber requests additional CPE after installation, the LEO Subgrantee may charge customary rates unless the request is made due to equipment malfunction or damage caused by a weather event.

c. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-party installer, Subgrantee must ensure, at a minimum, that the subscriber receives the CPE within ten (10) days. The Subgrantee may charge standard installation fees to subscribers on the BEAD-Funded Network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of BEAD services funded by BEAD funds

d. Additional Terms:

1) The Parties will definitize any additional terms as are necessary and consistent with this Agreement and to give effect to the terms set forth in this Agreement.

2) Prior to entering this Agreement, the Subgrantee shall provide in Exhibit A the additional commercial terms or services, including any lower tier subgrant, subcontract, or other agreement to the provide the required LEO capacity and related services, including any related LEO services. No such additional terms or agreement(s) shall be read or interpreted in a matter that contradicts BEAD Program requirements, or reduces Subgrantee obligations under the BEAD Program, including the BEAD NOFO, the BEAD RPN (including Appendix B: Low Earth Orbit Capacity Subgrants), this Agreement, or federal or state law.

End of Exhibit E
LEO SATELLITE CAPACITY

Exhibit F
ENVIRONMETAL AND HISTORIC PRESERVATION REVIEW

a. General Environmental and Historic Preservation (EHP) Review Requirements

1) EHP Compliance: Subgrantee must comply with all applicable statutory and regulatory requirements for EHP. No construction or other ground-disturbing activities may begin on the Project until all EHP compliance requirements are complete and have been approved by NTIA.

2) Completion of Environmental Review. Subgrantee may not expend any federal BEAD funds, other than for the limited permissible pre-construction activities identified below, prior to the completion of the following:

i. The completion of any review required under the National Environmental Policy Act (NEPA), and issuance by NTIA and Commerce, as required, of a Categorical Exclusion (CatEx) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD);

ii. The completion of reviews required under Section 106 of the National Historic Preservation Act (NHPA), including any required consultations with the State Historic Preservation Office (SHPO) and Federally recognized Native American tribes;

iii. The completion of reviews required under Section 106 of the National Historic Preservation Act (NHPA), including any required consultations with the State Historic Preservation Office (SHPO) and Federally recognized Native American tribes;

iv. The completion of any required consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS) under Section 7 of the Endangered Species Act (ESA); and

v. Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

3) Allowable Pre-Construction Activities beginning January 7, 2026, or later. The allowable use of funds prior to the completion of the EHP review includes, but is not limited to, activities necessary for completing the environmental review, such as:

i. Pre-construction planning, including collecting information;

ii. Preparing applications for environmental permits;

iii. Conducting studies such as Environmental Assessments (EA), wetland delineations, biological assessments, and archaeological surveys;

iv. Administrative costs related to the EHP review;

v. Limited, preliminary procurement, such as the purchase or lease of equipment or entering into binding contracts to do so; and

vi. The purchase of applicable insurance or funds used to secure land or building leases, including right-of-way easements.

vii. Subgrantees that undertake unauthorized project activities in contravention of this Section proceed at their own risk and may face de-obligation of funding.

4) Milestone Schedule for NEPA and Permitting. Within thirty (30) days of entering this Agreement, the Subgrantee must provide Commerce with a draft milestone schedule identifying all environmental review and permitting activities, dependencies, and deadlines. This schedule must describe how the Subgrantee proposes to meet timing requirements for completing all required consultations and reviews. Commerce may stipulate the format of this schedule and request revisions to ensure compliance.

5) Unanticipated Discoveries. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure the location, and keep information about the discovery confidential. The Subgrantee must immediately notify Commerce and NTIA, as well as the interested SHPO, Tribal Historic Preservation Officer (THPO), and any potentially affected Tribes. Construction activities in the discovery area may only continue with the written approval of NTIA.

6) The BEAD RPN has added the Environmental Screening and Permitting Tracking Tool (ESAPTT) to support NTIA's goal of issuing NEPA approvals.

b. National Environmental Policy Act (NEPA) Compliance

To ensure the timely completion of environmental review for all BEAD-funded activities subject to NEPA review, Commerce shall:

1) Serve as a "joint lead agency" in its capacity as the State (or Territory) agency administering the BEAD Program in accordance with 42 U.S.C. § 4336a(a)(1)(B) and carry out the duties described in 42 U.S.C. § 4336a(a)(2);

2) Complete an evaluation of the sufficiency, applicability and accuracy of the analysis in First Responder Network Authority (FirstNet) Regional Programmatic Environmental Impact Statement (PEIS) chapter as it applies to anticipated implementation activities for Florida;

3) The Parties agree that:

   a) Subgrantee will not commence ground breaking construction, until any necessary environmental review is complete and NTIA has approved any necessary decision document, except for the limited permissible activities identified below;

   b) Subgrantee must timely prepare any required NEPA documents and obtain any required permits, and must adhere to any applicable statutory deadlines as described in 42 U.S.C. § 4321(et seq); and

   c) Subgrantee must provide a milestone schedule identifying specific deadlines and describing how Subgrantee proposes to meet these timing requirements including, as required, the completion of consultations, the completion of NEPA and Section 106 reviews, and the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs).

Commerce will certify the sufficiency of all Subgrantee decision documents either by:

1) Preparing such documents; or

2) By supervising Subgrantees' preparation of draft documents, independently reviewing those

drafts, and verifying that decision documents meet the requirements of NEPA prior to transmittal to NTIA;

3) Subgrantee shall, as directed by Commerce:

4) Submit all decision documents—including any supporting environmental documentation required or requested by NTIA for review.

c. National Historic Preservation Act (NHPA) Compliance

To ensure the timely completion of historic preservation review for all BEAD-funded activities, Subgrantee shall provide all such information as Commerce requires to:

1) At the earliest possible time, provide the NTIA-assigned Environmental Program Officer sufficient information to initiate Tribal notification via the FCC's Tower Construction Notification System (TCNS) when required for grant funded activities;

2) Provide notified Tribes with information regarding grant-funded activities via their preferred communication means, as identified in TCNS;

3) Apply the Advisory on Historic Preservation (ACHP) Program Comment to Avoid Duplicative Reviews for Wireless Communications Facilities or any other applicable program comment or program alternative developed to address the Section 106 review of communications facilities;

4) Notify NTIA of any Tribal request for government-to-government consultation or any identification that a grant funded activity may impact a historic property of religious or cultural significance to a Tribe; and

5) Provide all consulting parties with the statutorily required time to respond to its determination of a grant funded activity's effect on historic properties.

d. Further Environmental and Historic Preservation Review Guidance

The Parties acknowledge that NTIA will issue further implementation guidance regarding Commerce's and Subgrantee's responsibilities under this condition. That guidance will include instructions on the following topics, among others:

1) How Commerce should evaluate the sufficiency, applicability and accuracy of the relevant FirstNet PEIS sections;

2) How Commerce and/or the Subgrantee should evaluate what level of environmental review is appropriate and determine what type of decision document is required for a grant funded activity to proceed;

3) NTIA's criteria for determining whether each type of decision document meets the requirements of NEPA;

4) How Commerce and/or the Subgrantee should format decision documents;

5) How Commerce should submit decision documents and any other required environmental documentation to NTIA;

6) How Commerce will work with cooperating agencies;

7) How to develop an appropriate milestone schedule and NEPA timeline for meeting NEPA's timing requirements; and

8) NTIA's process for notifying Commerce that a decision document meets the requirements of NEPA.

Subgrantee shall ensure that implementation (site preparation, demolition, construction, ground disturbance, fixed installation, or any other implementation activities) does not begin prior to the completion of the above activities. Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or consultation processes, e.g., best management practices or other measures necessary to reduce environmental impacts. Subgrantee shall provide any related information requested by Commerce or by NTIA (directly or through Commerce) to ensure both initial and ongoing compliance with all requirements described above.

e. Uses of Award Funds Prior to Implementation

The allowable use of Award Funds prior to beginning implementation includes, but is not limited to, activities necessary for the completion of the following:

1) Pre-construction planning, including collecting information necessary to complete environmental reviews;

2) Applications for environmental permits;

3) Studies including, but not limited to, EA, wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;

4) Administrative costs;

5) Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act; and/or

6) Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts or agreements to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

Grant funded activities with significant impacts to environmental or historic resources may face deobligation of funding if impacts cannot be avoided, minimized, or mitigated. Subgrantee shall notify Commerce within twenty-four (24) hours upon receipt of any Section 106 notices of foreclosure; notices requesting continuing or supplemental consultation received from the SHPO, THPO, or other consulting party or the USFWS; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Parties acknowledge that any change to the approved scope of grant funded activities proposed after the completion of environmental and historic preservation review that has the potential for altering the nature or extent of environmental or historic preservation impacts must be brought to the attention of NTIA and will be re-evaluated for compliance with applicable requirements.

f. Archaeological Resources

Burial sites, human remains, and funerary objects are subject to the requirements of all applicable federal, tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify Commerce of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantees should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify Commerce, NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of Commerce and NTIA.

End of Exhibit F
ENVIRONMETAL AND HISTORIC PRESERVATION REVIEW

Exhibit G
DEFINITIONS

"**Application**" means Subgrantee's approved Florida BEAD Program application, attached hereto as Exhibit [XX] and incorporated by reference to this Agreement.

"**Assistant Secretary**" means the Assistant Secretary of Commerce for Communications and Information and National Telecommunications and Information Administration ("NTIA") Administrator.

"**Award Funds**" means Grant Funds and Matching Funds (*i.e.*, all of the funds associated with this Agreement).

"**BEAD Program**" means the Broadband Equity, Access, and Deployment Program, authorized by the Infrastructure Investment and Jobs Act of 2021, Division F, Title I, Section 60102, Public Law No. 117-58, 135 Stat. 429 (Nov. 15, 2021).

"**BEAD NOFO**" means the NTIA BEAD Program Notice of Funding Opportunity (May 13, 2022) (Funding Opportunity Number NTIA-BEAD-2022) available at https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf

"**BEAD RPN**" means the NTIA BEAD Restructuring Policy Notice (June 6, 2025), available at https://www.ntia.gov/sites/default/files/2025-06/bead-restructuring-policy-notice.pdf.

"**Broadband Service**" has the meaning given the term "broadband internet access service" in Section 8.1(b) of title 47, Code of Federal Regulations ("C.F.R."), or any successor regulation.

"**Certificate of Completion**" Written certification issued by Commerce upon final acceptance of the Project, confirming all completion criteria have been met.

"**Closeout Date**" is the date when the Commerce determines Subgrantee has satisfied all state and federal reporting requirements related to the Project and completes close out of this award pursuant to 2 C.F.R. § 200.344.

"**Commerce**" is the State Broadband Office within Florida Commerce.

"**Community Anchor Institution or CAI**" A public or nonprofit institution that provides broadband service to types of organizations approved in NC by the NTIA.

"**Covenant of Purpose, Use and Ownership**" A recorded legal instrument documenting the federal interest in real property acquired or improved with award funds, acknowledging that the property is held in trust for the public purposes of the BEAD financial assistance award and that NTIA retains an undivided equitable reversionary interest during the Federal Interest Period.

"**Consumer Premises Equipment or CPE**" Equipment provided to end users to enable broadband service, such as modems, routers, or satellite receivers.

"**Department of Commerce or DOC**" means the United States Department of Commerce.

"**Department of Commerce Financial Assistance General Terms and Conditions or DOC ST&Cs**" means the Department of Commerce Financial Assistance Standard Terms and Conditions (November 12, 2020, including the applicable obligations set forth in the Office of Management and Budget ("OMB") Uniform Guidance, 2 C.F.R. Part 200.

"Effective Date" is the date identified in the 'TERM" section of this agreement.

"End User" means a Broadband Serviceable Location (BSL) included within the scope of Subgrantee's Application.

"**Federal Program Officer" or "Federal Grants Officer"** means the National Institute of Standards and Technology ("NIST") grant officer identified on the Florida's BEAD Program CD-450.

"**Federal Interest Period**" is the period during which Subgrantee will hold in trust for the beneficiaries of the BEAD Program all real property and equipment acquired or improved in connection with this Agreement. The Federal interest in all real property and equipment acquired or improved as part of this Agreement will start upon acquisition or improvement thereof and continue for ten (10) years after the year of the Closeout Date. For example, if this award is closed out in 2027, regardless of the month, the Federal Interest Period will last until December 31, 2037.

"Florida BEAD Program" is the State of Florida's BEAD Program as administered by Commerce.

"**Grant Funds**" means the Florida BEAD Program funding awarded for this Project as identified in Attachment 1 (the Total Amount of the Federal Award committed to Subgrantee by the Office).

"General Terms and Conditions for the BEAD Program" means the General Terms and Conditions for the NTIA Broadband Equity, Access & Deployment Program (BEAD) Program Funds (Apr. 2024).

"**Initial Proposal**" means the Florida BEAD Program Initial Proposal (Volumes I and II), as approved by NTIA on Aug. 5, 2024, and as subsequently amended or finalized, available at BEAD Program | Florida Office of Broadband.

"LEO Subgrant" means this Agreement as modified or supplemented by Exhibit E, and elsewhere herein where a provision of this Agreement or the BEAD Program applies to a Low Earth Orbit (LEO) Subgrantee or a Subgrantee providing LEO capacity or related LEO services, with all other terms, conditions, and provisions of this Agreement remaining in full force and effect.

"LEO Subgrantee" means the Subgrantee under this Agreement, if applicable, that is providing capacity on a LEO satellite network to deliver Qualifying Broadband Service and related LEO services, for all of any part of its obligations in accordance with all other terms, conditions, and provisions of this Agreement and the BEAD Program, including LEO capacity or services obtained by or through a lower tier subgrant or subcontract.

"Letter of Credit" An irrevocable standby letter of credit issued by a financial institution to guarantee the Subgrantee's performance under the agreement, equal to or exceeding a specified percentage of the total award amount. The LOC may be reduced or terminated upon completion of certain milestones.

"Location(s) or Targeted Address Point(s)" a broadband serviceable address point or premises within the project area that is eligible to receive Qualifying Broadband Service under the BEAD Program.

"Low-Cost Service Option (LCSO)" A broadband service offering that meets BEAD requirements for affordability, speed (at least 100 Mbps download and 20 Mbps upload), and latency (no more than 100 milliseconds), available to eligible subscribers in the project area for five years after project completion. The price must include all recurring charges, taxes, fees, and detail all non-recurring fees. Eligible subscribers are households qualifying for the FCC's Lifeline Program.

"**Matching Funds**" means funds or in-kind contributions provided by Subgrantee or the Commerce to meet or exceed the BEAD Program's non-federal match requirement.

"Milestone Payments" For the purposes of this Agreement, and consistent with the Federal

Communications Commission's Broadband Data Collection, a Subgrantee may certify that it has "reached" a location when the Subgrantee is capable of performing a standard installation of Qualifying Broadband Service, at a standard installation charge, at such location, within ten (10) business days after the date on which a service request is submitted. The Subgrantee may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with the installation of broadband services funded by the BEAD Program.

"**NIST**" is the National Institute of Standards and Technology, the entity within the United States Department of Commerce that administers BEAD Program grants.

"**NTIA**" is the National Telecommunications and Information Administration, the entity within the United States Department of Commerce responsible for implementing the BEAD Program.

"Performance Bond" A bond issued by a surety to guarantee the Subgrantee's performance under the agreement.

"Project" means the planned and actual installation of broadband facilities and the provision of Qualifying Broadband Service as described in Subgrantee's Application, which is incorporated herein by reference and attached as Attachment 2.

"**Project Completion Criteria**" are the minimum criteria for Project completion set forth in Attachment 3 and the Application (and any changes approved by the Office, if applicable).

"**Project Property**" means Real property or Equipment, in each case as defined in 2 C.F.R. § 200.1, acquired or improved using Award Funds.

"**Project Schedule**" means the schedule for performance and completion of the Project by Subgrantee and approved in writing by the Office.

"**Program Income**" Revenue generated as a result of the award, such as end-user subscription fees, which may be retained by the Subgrantee without restriction.

"**Qualifying Broadband Service**" to a location that is not a Community Anchor Institution (CAI) is a Reliable Broadband Service with (i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds. "Qualifying Broadband Service" to a CAI is Reliable Broadband Service with (i) a speed of not less than 1 Gbps for downloads and uploads alike and (ii) latency less than or equal to 100 milliseconds.

"Reliable Broadband Service" means broadband service that the Broadband DATA Maps show is accessible to a location via: (i) fiber-optic technology; (ii) Cable Modem/Hybrid fiber-coaxial (HFC) technology; (iii) digital subscriber line (DSL) technology; or (iv) terrestrial fixed wireless technology utilizing entirely licensed spectrum, entirely unlicensed spectrum, a hybrid of licensed and unlicensed spectrum; or (v) Low Earth Orbit (LEO) satellite services, so long as the technologies employed meet the technical performance requirements in the BEAD NOFO, as redefined by BEAD RPN, and the IIJA.

"**Schedule of Values**" is the schedule of costs for performance and completion of the Project by Subgrantee and approved in writing by the Office.

"**Subrecipient Enterprise Resource Application (SERA)"** The online platform through which the Subgrantee submits invoices, reports, and other required documentation to Commerce for review and payment. SERA is referenced as the system for quarterly reporting and invoice submission.

"**Tale Rate**" The aggregate number and percentage of customers subscribing to broadband service in the project area, reported monthly and cumulatively.

"**Uniform Guidance Policy Notice or UGPN**" is the NTIA Uniform Guidance Policy Notice (Dec. 26, 2023), titled "Policy Notice: Tailoring the Application of the Uniform Guidance to the BEAD Program."

"**Underserved Location**" means a broadband-serviceable location that is (a) not an unserved location, and (b) that the Broadband DATA Maps show as lacking access to Reliable Broadband Service offered with—(i) a speed of not less than 100 Mbps for downloads; (ii) a speed of not less than 20 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds.

"**Unserved Location**" means a broadband-serviceable location that the Broadband DATA Maps show as (a) having no access to broadband service, or (b) lacking access to Reliable Broadband Service offered with — (i) a speed of not less than 25 Mbps for downloads; (ii) a speed of not less than 3 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds.

Capitalized terms not otherwise defined herein shall have the same meaning ascribed thereto in the BEAD NOFO.

End of Exhibit G

Exhibit H
FEDERAL AWARD INFORMATION

Item	Requirement	Data
1	Subgrantee name[1]	[]
2	Subgrantee's unique entity identifier	[]
3	Federal Award Identification Number (FAIN);	12-20-B417-4
4	Federal Award Date[2]	12-01-2022
5	Subaward Period of Performance Start and End Date	[]
6	Subaward Budget Period Start and End Date	[]
7	Amount of Federal Grant Funds Obligated by this action by the pass-through entity to the Subgrantee	[]
8	Total Amount of Federal Grant Funds Obligated to the Subgrantee/by the pass-through entity including the current financial Obligation	[]
9	Total Amount of the Federal Award committed to the Subgrantee/by the pass-through Entity.	[]
10	Federal Award Project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	BEAD for Florida
11	Name of Federal awarding agency	U.S. Department of Commerce
	Name of pass-through entity	State of Florida Department of Commerce
	Contact information for awarding official of the Pass-through entity	[]
12	Assistance Listings number and Title[3]	11.035 - Broadband Equity, Access, and Deployment Program
13	Identification of whether the award is R&D	Award is not R&D
14	Indirect cost rate for the Federal Award (including if the de minimis rate is charged) per 2 C.F.R. § 200.414.	[]

[1] Must match the name associated with its unique entity identifier.
[2] The date when the Federal Award to Florida was signed by the authorized official of the Federal awarding agency (*see*

2 C.F.R. § 200.201).

[3] If other federal awards are implicated, Commerce must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement.

End of Exhibit H

Exhibit I
PROJECT COMPLETION CRITERIA

1. A "Project Completion Report" signed by an officer of Subgrantee must include:

a. An attestation by an officer of Subgrantee that the Project as described in Attachment 2 has been completed in all material respects, to include, but not limited to:

(1) Qualifying Broadband Service

(a) Subgrantee has deployed a network capable of providing Qualifying Broadband Service to all End Users at the speed and latency standards specified in the Application, the BEAD NOFO, and the BEAD RPN; or

(b) LEO Subgrantee has initiated broadband service capable of providing Qualifying Broadband Service to all End Users in the Project area at the speed and latency standards specified in the Application, the BEAD NOFO, and the BEAD RPN;

(2) Installation/Initiation

(a) Subgrantee is capable of performing a standard installation of Qualifying Broadband Service at all End Users, at a standard installation charge, within ten (10) business days after the date on which a service request is submitted; or

(b) LEO Subgrantee is capable of initiating Qualifying Broadband Service to all End Users in the Project Area, at a standard charge, at the speed and latency standards specified in the Application within ten (10) business days of a request to any covered BSLs in the Project area, with no charges of delays attributable to the extension of the service.

(3) Subgrantee has provided all Matching Funds identified in Subgrantee's Application, this Agreement, or otherwise.

b. A technical report sufficient to demonstrate, in Commerce's sole discretion, that the Project is capable of delivering broadband internet access service to all End Users at the speed and latency standards specified in the Application, the BEAD NOFO, and the BEAD RPN.

2. To the extent it relies in whole or in part on network facilities owned or operated by a third party (e.g., purchases wholesale carriage on such facilities), attestations regarding cybersecurity and supply chain risk management practices substantially in the form set forth in Exhibit J.

End of Exhibit I

CYBERSECURITY AND SUPPLY CHAIN RISK MANAGEMENT ATTESTATION

[Signatory], [Title], Subgrantee hereby attests that:

1. Subgrantee and any affiliated third-party infrastructure connected to their network used to fulfill their project obligations, has a cybersecurity risk management plan ("CRM Plan") in place that is:

__ Operational, if Subgrantee is providing service prior to the award of the grant; or

__ Ready to be operationalized upon providing service, if Subgrantee is not yet providing service prior to the grant award.

2. The CRM Plan reflects the latest version of the NIST Framework for Improving Critical Infrastructure Cybersecurity, and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented;

3. The CRM Plan will be reevaluated and updated on a periodic basis and as events warrant;

4. The CRM Plan will be submitted to Commerce prior to the allocation of funds;

5. If Subgrantee makes any substantive changes to the CRM Plan, a new version will be submitted to the Commerce within thirty (30) calendar days. Subgrantee acknowledges that Commerce must provide Subgrantee's CRM Plan to NTIA upon NTIA's request.

Signatory further attests:

1. Subgrantee has a supply chain risk management ("SCRM Plan") in place that is either:

__ Operational, if Subgrantee is already providing service at the time of the grant; or

__ Ready to be operationalized, if Subgrantee is not yet providing service at the time of grant award.

2. The SCRM Plan is based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM Plan guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and specifies the supply chain risk management controls being implemented;

3. The SCRM Plan will be reevaluated and updated on a periodic basis and as events warrant;

4. The SCRM Plan will be submitted Commerce prior to the allocation of funds;

5. If Subgrantee makes any substantive changes to the SCRM Plan, a new version will be submitted to the Office within thirty (30) calendar days. Subgrantee acknowledges that Commerce must provide Subgrantee's SCRM Plan to NTIA upon NTIA's request.

Subgrantee

By: ________________________________ [Signatory], [Title], Subgrantee

Date: ________________________________

End of Exhibit J
CYBERSECURITY AND SUPPLY CHAIN RISK MANAGEMENT ATTESTATION

Exhibit K
REPORTING

Quarterly Reporting Requirements

Subgrantee shall, for the duration of this Agreement, submit to Commerce a "Quarterly Progress Report" for the Project on a quarterly basis for the periods ending March 31, June 30, September 30, and December 31 each year of the period of performance, due no later than the tenth (10) of each month following the end of each reporting period. The first report will be due at the end of the quarter in which your agreement was executed The report shall include, but is not limited to:

1. Miles of Project network constructed (if applicable)

2. Quarterly and Cumulative Award Funds expended, reported in a manner consistent with the requirements of Scope of Work Deliverables of this Agreement

3. Quarterly and Cumulative Match Funds expended

4. Forecasted project completion date and percentage complete

5. All instances of known damage to existing underground utilities that occur during the construction or installation of broadband infrastructure funded by the Florida BEAD Program (if applicable), in a manner and form specified by Commerce

6. A summary of safety events and immediate risks impacting project progress

7. A list of permits obtained and pending

8. A list of addresses or location identifications (including the Broadband Serviceable Location Fabric established under 47 U.S.C. § 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed or initiated as LEO broadband service and the status of each project

9. New Project locations served within the relevant reporting period and, for each such service and whether service taken (if applicable)

10. An aggregate percentage of customers taking service at new locations served within each Project area

11. Whether each address or location identified in item 8 is residential, commercial, or a community anchor institution

12. A description of the types of facilities that have been constructed and installed, or initiated as broadband service

13. A description of the peak and off-peak actual speeds of the broadband service being offered

14. A description of the maximum advertised speed of the broadband service being offered

15. A description of the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered

16. List of all middle mile interconnection agreements made to Subgrantee during the reporting period, and their current status

17. The number and amount of contracts and subcontracts awarded by Subgrantee

Semiannual Reporting Requirements

Subgrantee shall, for the duration of this Agreement, submit to Commerce a "Semiannual Progress Report" for the Project on a semi-annual basis for the periods beginning on January 1 and ending June 30 and beginning on July 1 and ending on December 31 (or any portion thereof) no later than ten (10) business days following the end of each reporting period. The Semiannual Progress Report content is subject to revision at Commerce's discretion and updates provided by NTIA. Based on the BEAD NOFO and BEAD RPN, the information currently required includes, at a minimum:

1. Any other data that would be required to comply with the data and mapping collection standards of the Commission under Section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects, including (i) fiber-optic technology; (ii) Cable Modem/Hybrid fiber-coaxial (HFC) technology; (iii) digital subscriber line (DSL) technology; or (iv) terrestrial fixed wireless technology utilizing entirely licensed spectrum, entirely unlicensed spectrum, a hybrid of licensed and unlicensed spectrum; or (v) Low Earth Orbit (LEO) satellite services.

2. A SF-425, Federal Financial Report that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports;

3. A SF-429, Real Property Status Report Federal Financial Report that meets the requirements described in the DOC ST&Cs, Section A.01 for Real Property Status Reports;

4. A SF-428, Tangible Personal Property Status Report that meets the requirements described in the DOC ST&Cs, Section A.01 for Tangible Personal Property Status Reports;

5. Certification by an officer of Subgrantee that:

a. That Subgrantee has informed its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712 in the predominant native language of the workforce and required its subcontractors and Subgrantees to do the same.

b. The information in the Semiannual Progress Report is accurate.

c. Subgrantee complies with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3702 and 3704, as supplemented by 29 C.F.R. part 5.

d. Subgrantee complies with Federal Fair Labor Standards Act, as amended (29 U.S.C. §§ 201-219), as supplemented by 29 C.F.R. part 516), including provisions thereof related to collective bargaining.

Reporting Requirements on Expiration of the Period of Performance

Subgrantee shall submit a final Form SF-425 and a final Performance (Technical) Report to Commerce within ninety (90) calendar days after the expiration of the Period of Performance.

End of Exhibit K
REPORTING

Exhibit L
Final Project Plan and Budget
Locations, Schedule, Cost, Technology, Project Financials

End of Exhibit L
Final Project Plan and Budget
Locations, Schedule, Cost, Technology, Project Financials

EXHIBIT M
CERTIFICATION TO NOT ACCEPT ADDITIONAL FEDERAL FUNDS FOR THIS PROJECT

1. Subgrantee and any of its affiliates will not require or accept any additional Federal funds to support a BEAD project during the BEAD subgrant Agreement's period of performance or federal interest period; and
2. Subgrantee and any of its affiliates will not require or accept any additional Federal broadband service subsidies for the project(s) and/or Broadband Serviceable Location(s) (BSL(s)) to be served by this Agreement during the BEAD Agreement Period of Performance, extended Period of Performance, or federal interest period, other than any such subsidies that were committed prior to the BEAD Subgrant Agreement. (This includes, but it not limited to, new operating expenses for any BEAD project(s) or BSL(s)).

I certify that the foregoing is true and correct

Executed on this___day of ____________, 2026

____
Name and title of duly authorized official on behalf of Subgrantee
Address
Phone Number

EXHIBIT N
Illustrative Letter of Credit

[Subject to Issuing Financial Institution Requirements]
No. __________

[Name and Address of Issuing Financial Institution]

[Date of Issuance]
[AMOUNT]
[EXPIRATION DATE]

BENEFICIARY
Florida Department of Commerce
Attn: Caroline Womack, Chief Financial Officer
107 East Madison Street
MSC 100
Tallahassee, Florida 32399-8545

LETTER OF CREDIT PROVIDER
[Subgrantee Name]
[Address]

To Whom It May Concern:

We hereby establish, at the request and for the account of [Subgrantee], in your favor, as required under the Broadband Equity, Access, and Deployment (BEAD) Program Notice of Funding Opportunity (NOFO), issued by the National Telecommunications and Information Administration (NTIA) of the U.S. Department of Commerce (DOC) on May 13, 2022, pursuant to the Infrastructure Investment and Jobs Act (IIJA) of November 15, 2021, as administered by the Florida Office of Broadband within the Florida Department of Commerce, our Irrevocable Standby Letter of Credit No. _________, in the amount of [State amount of Letter of Credit in words and figures. NOTE: The amount of the Letter of Credit shall increase or decrease/additional letter(s) of credit shall be issued as additional funds are disbursed pursuant to the terms of the Subgrant Agreement], expiring at the close of banking business at our office described in the following paragraph, on [the date which is ___ years from the date of issuance/or the date which is one year from the date of issuance, provided the Issuing Financial Institution includes an evergreen clause that provides for automatic renewal unless the Issuing Financial Institution gives notice of non-renewal to the Florida Department of Commerce by a nationally recognized overnight delivery service, with copies to the DOC, at least 60 days but not more than 90 days prior to the expiry thereof], or such earlier date as the Letter of Credit is terminated by the Office (the "<u>Expiration Date</u>"). Capitalized terms used herein but not defined herein shall have the meanings accorded such terms in the BEAD NOFO and IIJA.

Funds under this Letter of Credit are available to you against your draft in the form attached hereto as Annex A, drawn on our office described below, and referring thereon to the number of this Letter of Credit, accompanied by your written and completed certificate signed by you substantially in the form of Annex B attached hereto. Such draft and certificates shall be dated the date of presentation or an earlier date, which presentation shall be made at our office located at [FINANCIAL INSTITUTION ADDRESS] and shall be affected either by personal delivery or delivery by a nationally recognized overnight delivery service. We hereby commit and agree to accept such presentation at such office, and if such presentation of documents appears on its face to comply with the terms and conditions of this Letter of Credit, on or prior to the Expiration Date, we will honor the same not later than the first banking day after presentation thereof in accordance with your payment instructions. Payment under this Letter of Credit shall be made by [check/wire transfer of Federal Reserve Bank of New York funds] to the payee and for the account you designate, in accordance with the instructions set forth in a draft presented in connection with a draw under this Letter of Credit.

Partial drawings are not permitted under this Letter of Credit,. This Letter of Credit is not transferable or assignable in whole or in part.

This Letter of Credit shall be canceled and terminated upon receipt by us of the Florida Department of Commerce's certificate purportedly signed by two (2) authorized representatives of the Department in the form attached as Annex C.

This Letter of Credit sets forth in full the undertaking of the Issuer, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificates and the drafts referred to herein and the ISP (as defined below); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates and such drafts and the ISP.

This Letter of Credit shall be subject to, governed by, and construed in accordance with, the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (the "ISP"), which is incorporated into the text of this Letter of Credit by this reference, and, to the extent not inconsistent therewith, the laws of the State of Florida. Communications with respect to this Letter of Credit shall be addressed to us at our address set forth below, specifically referring to the number of this Letter of Credit.

[NAME OF FINANCIAL INSTITUTION]

[FINANCIAL INSTITUTION SIGNATURE]

Annex A: Form of Draft

To: [Issuing Financial Institution]

DRAWN ON LETTER OF CREDIT No: ______________
AT SIGHT

PAY TO THE ORDER OF THE FLORIDA DEPARTMENT OF COMMERCE BY [CHECK/WIRE TRANSFER]

FUNDS TO: _____________
____
____
Account (__________________________)

AS [BEAD REPAYMENT]

[AMOUNT IN WORDS] DOLLARS AND NO/CENTS

$[AMOUNT IN NUMBERS]

Florida Department of Commerce

By: ________________________________

Name: ________________________________

Title: ________________________________

Annex B: Draw Certificate

The undersigned hereby certifies to [Name of Financial Institution] (the "Financial Institution "), with reference to (a) Irrevocable Standby Letter of Credit No. [Number] (the "Letter of Credit") issued by the Financial Institution in favor of the Florida Department of Commerce; and (b) the Broadband Equity, Access, and Deployment (BEAD) Program Notice of Funding Opportunity (NOFO), issued by the National Telecommunications and Information Administration (NTIA) of the U.S. Department of Commerce on May 13, 2022, pursuant to the Infrastructure Investment and Jobs Act (IIJA) of November 15, 2021, pursuant to which [Name of Subgrantee] (the "LC Provider") has provided the Letter of Credit (all capitalized terms used herein but not defined herein having the meaning stated in the BEAD NOFO), that:

[The [Name of Subgrantee] has [describe the event that triggers the draw], and is evidenced by a letter signed by the duly authorized designee of the Chief Financial Officer of the Florida Department of Commerce, dated ____, 20__, a true copy of which is attached hereto.] Accordingly, a draw of the entire amount of the Letter of Credit No. _______ is authorized.]

OR

[The Florida Department of Commerce certifies that given notice of non-renewal of Letter of Credit No. ______________ and failure of the account party to obtain a satisfactory replacement thereof, pursuant to the BEAD NOFO, the Florida Department of Commerce is entitled to receive payment of $_______________ representing the entire amount of Letter of Credit No. ________________.]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of [specify time of day] on the ____ day of _____________, 20__.

Florida Department of Commerce

By: _________________________________

Name: ______________________________

Title: _______________________________

Annex C: Certificate Regarding Termination of Letter of Credit

The undersigned hereby certifies to [Name of Financial Institution] (the "Financial Institution "), with reference to (a) Irrevocable Standby Letter of Credit No. [Number] (the "Letter of Credit") issued by the Financial Institution in favor of Florida Department of Commerce, and (b) the Broadband Equity, Access, and Deployment (BEAD) Program Notice of Funding Opportunity (NOFO), issued by the National Telecommunications and Information Administration (NTIA) of the U.S. Department of Commerce (DOC) on May 13, 2022, pursuant to the Infrastructure Investment and Jobs Act (IIJA) of November 15, 2021, as administered by the Florida Office of Broadband within the Florida Department of Commerce (all capitalized terms used herein but not defined herein having the meaning stated or described in the BEAD NOFO and IIJA), that:

(1) [include one of the following clauses, as applicable]

a. The BEAD NOFO has been fulfilled in accordance with the provisions thereof; or
b. [LC Provider/Subgrantee] has provided a replacement letter of credit satisfactory to the Florida Department of Commerce.

(2) By reason of the event or circumstance described in paragraph (1) of this certificate and effective upon the receipt by the Bank of this certificate (countersigned as set forth below), the Letter of Credit is terminated.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the ____ day of _____________, 20__.

Florida Department of Commerce
By:___________________________________
Name: ________________________________
Title: ________________________________

Its Authorized Signatory

EXHIBIT O
Sample Performance Bond

[Financial Institution officer name and title]
[Financial Institution corporate name]
[Financial Institution Street address]
[Financial Institution state and ZIP code]

[Subgrantee officer name and title]
[Subgrantee corporate name]
[Subgrantee street address]
[Subgrantee state and ZIP code]

Florida Department of Commerce
Attn: Caroline Womack, Chief Financial Officer
107 East Madison Street
MSC 100
Tallahassee, Florida 32399-8545
Re: Bond Form, Single Obligee

Bond No. __________

Dear Florida Department of Commerce,
[SUBGRANTEE] ("Principal"), with primary place of business at ____________; and [FINANCIAL INSTITUTION] ("Surety") a company having a certificate of authority to conduct surety insurance business issued in the State of Florida, are held and firmly bound unto the Florida Office of Broadband within the Florida Department of Commerce ("Obligee"), in the maximum penal sum of [DOLLARS] Dollars ($_________) ("Penal Sum").

WHEREAS, the above named Principal has been awarded funding under Florida's Broadband Equity, Access, and Deployment ("BEAD") Program, administered by Obligee, pursuant to the selection process detailed in Florida's Final Proposal and Contract Number _____ (the "Subgrant Agreement"). Principal is required to furnish security in the form of a surety bond to secure performance solely of the infrastructure build-out portion of the Subgrantee Agreement, as further described in the following specific subgrantee agreement provisions and exhibits: ________________ (the "Scope of Work").

For purposes of this Surety Bond, Work associated with this Subgrantee Agreement shall be deemed completed to a particular BEAD broadband serviceable location within the Project Area when the Principal provides performance acceptance testing as defined in Florida's Final Proposal and any NTIA requirements, from that address location to the Obligee that demonstrate that Principal is providing Qualifying Broadband, as defined in BEAD NOFO and the rules of the BEAD Program. No other contractual obligations of the Subgrantee Agreement shall be covered by this bond.

In accordance with the BEAD Notice of Funding Opportunity, Qualifying Broadband to an address location that is not a Community Anchor Institution (CAI) means the broadband service that the Principal provides under the Project has (i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds; Qualifying Broadband to a CAI means broadband service that Principal provides under the Project that has (i) a speed of not less than 1 Gbps for downloads and uploads alike and (ii) latency less than or equal to 100 milliseconds.

NOW, THEREFORE, it is the condition of this Bond that, once the Principal receives a Certificate of Completion from Florida Commerce as explained above, the Surety's obligations under this Surety Bond will terminate. Otherwise, the Surety's obligations shall remain in full force and effect..

Regardless of the number of years this Surety Bond is in force or of the number of claims made under this Surety Bond, the Surety's aggregate liability under this Surety Bond shall not exceed the maximum Penal Sum stated above.
SURETY OBLIGATIONS If the Principal is in default pursuant to the terms of the Subgrantee Agreement, and the Obligee has so declared the Principal in default, the Surety promptly may remedy the default or shall:

1. Complete the Principal's obligations regarding said Work, with the consent of the Obligee, through the Principal; or
2. Arrange for completion of the Principal's obligations regarding said Work through another entity acceptable to the Obligee, and the Surety shall make sufficient funds available to the successor entity to pay for completion of the Principal's obligations up to the maximum Penal Sum of the Bond; or
3. Reimburse the Obligee the reasonable costs to complete the Principal's obligations regarding said Work, not to exceed the maximum Penal Sum of the Bond, less the subgrant amount balance.

DISPUTES All disputes regarding this Bond shall be instituted in the United States District Court of Northern Florida for the [Gainesville, Panama City, Pensacola and Tallahassee] District, of Florida and shall be commenced within one year after the Principal's default. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

AMENDMENT The Penal Sum of this Bond shall automatically be reduced as Work completion milestones are met by the Principal in accordance with the applicable surety bond provisions of the subgrantee agreement.
This Bond is entered this _______ day of ________________, 20___.

SURETY
By: ________________
Print Name: ________________
Title: ________________
(Attach Power of Attorney)
Witness: ________________

PRINCIPAL
By: ________________
Print Name: ________________
Title: ________________
Witness: ________________